



Ministry of Defence

CCT Team

Contract No: CCDT/662

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Finance Support Delivery Partner

**Between the Secretary of State for Defence of the
United Kingdom of Great Britain and Northern
Ireland**

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PART A – GENERAL CONDITIONS

Section 1 – DEFCONS and DEFFORMS

The Following DEFCONS shall apply to the Contract:

DEFCON 5J (Edn 18/11/16) - Unique Identifiers

**DEFCON 14 (Edn 09/20) - Inventions and Designs Crown Rights and
Ownership of Patents and Registered Designs**

DEFCON 23 (Edn 08/09) - Special Jigs, Tooling and Test Equipment

DEFCON 35 (Edn 10/04) - Progress Payments

**DEFCON 76 (Edn 12/06) - Contractor's Personnel at Government
Establishments**

**DEFCON 129J (Edn 18/11/16) The Use of the Electronic Business Delivery
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DEFCON 501 (Edn 11/17) - Definitions and Interpretations

DEFCON 502 (Edn 05/17) - Specifications Changes

DEFCON 503 (Edn 12/14) – Formal Amendments to Contract

DEFCON 507 (Edn 10/18) - Delivery

DEFCON 513 (Edn 11/16) - Value Added Tax

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn 02/17) - Bankruptcy and Insolvency

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518 (Edn 02/17) - Transfer

DEFCON 520 (Edn 05/18) - Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn 11/17) - Payment and Recovery of Sums Dues

DEFCON 524 (Edn 02/20) - Rejection

DEFCON 525 (Edn 10/98) - Acceptance

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527 (Edn 09/97) - Waiver

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

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

DEFCON 531 (Edn 11/14) Disclosure of Information

DEFCON 532B (Edn 04/20) - Protection of Personal Data

DEFCON 534 (Edn 06/17) – Subcontracting and Prompt Payment

DEFCON 537 (Edn 06/02) - Rights of Third Parties

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DEFCON 539 (Edn 08/13) – Transparency

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

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

DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan)
DEFCON 604 (Edn 06/14) - Progress Reports
DEFCON 606 (Edn 06/14)) - Change and Configuration Control Procedure
DEFCON 608 (Edn 10/14) - Access and Facilities to Be Provided By the Contractor
DEFCON 609 (Edn 08/18) - Contractor's Records
DEFCON 611 (Edn 02/16) Issued Property
DEFCON 620 (Edn 05/17) - Contract Change Control Procedure
DEFCON 625 (Edn 10/98) - Co-Operation on Expiry of Contract
DEFCON 632 (Edn 08/12) - Third Party Intellectual Property - Rights and Restrictions
DEFCON 642 (Edn 06/14) - Progress Meetings
DEFCON 647 (Edn 04/19) – Financial Management Information
DEFCON 656B (Edn 08/16) - Termination for Convenience – £5m and Over
DEFCON 658 (Edn 10/17) – Cyber (Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate as defined in Def Stan 05-138)
DEFCON 659A (Edn 02/17) - Security Measures
DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
DEFCON 670 (Edn 02/17) - Tax Compliance
DEFCON 675 (Edn 09/19) – Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)
DEFCON 678 (Edn 09/19) – SME Spend Data Collection
DEFCON 694 (Edn 07/18) - Accounting For Property of the Authority

PART I – CORE CLAUSES

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement (including the Recitals, Schedules, Appendices and Annexes) the following terms shall, unless the context otherwise requires, have the meanings ascribed below:

"ADT Commercial Lead" means the person appointed pursuant to Clause 13.4 (Authority Commercial Lead).

"ADT Lead" has the meaning given to it in Schedule C (Contract Management and Tasking).

"Agreement" means this agreement, its Schedules and appendices;

"Agreement Commencement Date" means the date on which the Agreement is signed in Clause 3.1(Agreement Commencement Date).

"Applicable Laws" means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes in the UK and any other relevant jurisdiction and all judgements, orders, notices, instruments, decisions and awards of any court or competent authority or tribunal and all codes of practice having force of law, statutory guidance and policy notes in the UK and any other relevant jurisdiction;

"Approval" means in relation to Schedule H (Liability for Engaged Personnel), prior written approval (such approval not to be unreasonably withheld or delayed, provided that it shall be reasonable for the Authority to withhold its approval for any proposal that would increase the cost to the Authority of any arrangements or that would have an adverse effect on the Services) and "Approve" or "Approved" shall be construed accordingly;

"Approved Sub-contract" means a Sub-contract in a form approved by the Authority to be entered into between the Contractor and an Approved Sub-contractor;

"Approved Sub-contractor Compliance Agreement" means a Compliance Agreement entered into by a Sub-contractor approved by the Authority;

"Approved Sub-contractor" means a Sub-contractor listed as one of the **"Approved Sub-contractors"** in Schedule B (Contractor Governance and Management);

"Approved Tasking Order" or **"ATO"** has the meaning given to it in Schedule C (Contract Management and Tasking);

"Articles" means all goods Contractor Deliverables, and Products (excluding services) which the Contractor is required under the Agreement to supply.

"Associated Contract" means any other contract, agreement or other arrangement (whether in writing or otherwise) which the Parties agree in writing (which for this purpose does not include email) is an **"Associated Contract"**;

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

"Authority Commercially Sensitive Information" means all Commercially Confidential Information other than (i) Personal Data and sensitive personal data (within the meaning of the Data Protection Legislation) relating to Engaged Personnel; and (ii) information which solely relates to the commercial interests, trade secrets, know-how or other IPR of the Contractor, any COI Associate or any Contractor Related Party;

"Authority Delivery Team" or "ADT" means the delivery team of the Authority responsible for the proactive management of the Authority's obligations under this Agreement;

"Authority Demander" means the programme functional manager of the Authority responsible for the deployment of people across the DE&S, Project Management, Project Controls and Integrated Logistics functions;

"Authority Disclosed Data" means information relating to DE&S, the Competition, the Agreement or the Services disclosed to the Contractor and its COI Associates and advisers including:

- (A) the Contract Notice;
- (B) the Pre-Qualification Questionnaire;
- (C) the ITT;
- (D) information, data and documents in the Data Room; and
- (E) the clarification responses;

"Authority Employee Transfer Allegation" has the meaning given to it in Clause 42.5;

"Authority Foreground IPR" has the meaning given to it in Clause 58 (Ownership of Intellectual Property);

"Authority IPR" means IPR: (i) owned by the Authority; or (ii) licensed to the Authority and in respect of which the Authority has the appropriate right to either or both disclose or grant sub-licences to third parties (including the Contractor and any Contractor Related Party), but only to the extent to which and subject to the terms and conditions on which the Authority is permitted to grant sub-licences; and includes Authority Foreground IPR;

"Authority Payment System" means the Authority's **"Contracting, Purchasing and Finance (CP&F)"** electronic procurement tool;

"Authority Related Party" means an officer, employee, representative, agent, adviser or contractor of the Authority or member of the armed forces (in each case acting in such capacity), other than the Contractor and Contractor Related Parties;

"Authority SRO" means the Senior Responsible Owner appointed to that role within the Senior Leadership Group and notified to the Contractor from time to time;

"Business Continuity Plan" means the business continuity plan attached to this Agreement at Schedule M (Business Continuity Plan) as amended from time to time in accordance with the terms of this Agreement;

"Business Day" means any day excluding:

- (A) Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party;

- (B) privilege days notified in writing by the Authority to the Contractor at least 10 business days in advance; and
- (C) such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least 10 business days in advance;

"Code" has the meaning given to it in Clause 73 (Freedom of Information Act);

"COI Associate" means each Approved Sub-contractor and, in relation to the entities in the Contractor Group:

- (A) the parent undertakings and subsidiary undertakings of any member of the Contractor Group;
- (B) the subsidiary undertakings of any parent undertaking referred to in Paragraph (A) above;
- (C) any entity in which a member of the Contractor Group and any parent undertaking or subsidiary undertaking of such member of the Contractor Group referred to in Paragraph (A) or (B) above (taken together): (i) hold, directly or indirectly, at least 20% of the capital or voting rights; or (ii) have appointed (or have the right to appoint), directly or indirectly, a director or manager or similar officer; and
- (D) any person: (i) who holds, directly or indirectly, at least 20% of the capital or voting rights in any member of the Contractor Group or any parent undertaking or subsidiary undertaking referred to in Paragraphs (A) or (B) above; or (ii) who has appointed (or has the right to appoint), directly or indirectly, a director or manager or similar officer of any member of the Contractor Group or any parent undertaking or subsidiary undertaking referred to in Paragraphs (A) or (B) above;

"COI Compliance Regime" means the conflict of interest compliance regime set out in Schedule F (COI) in accordance with which the Contractor shall, and shall procure that the Engaged Personnel, the COI Associates and any Subcontractors shall, manage actual and potential conflicts of interests;

"COI Management Process" has the meaning given to it in Paragraph 1.2 of Schedule F (COI);

"Commencement Conditions" has the meaning given to it in Clause 3.2;

"Commencement Conditions Longstop Date" means the date which is thirty (30) days after the Agreement Commencement Date;

"Commencement Transfer Allegation" has the meaning given in Clause 42.2 (Transfer Regulations);

"Commercially Confidential Information" means information, (including, in respect of the Contractor, Commercially Sensitive Information) which at the time of disclosure to the receiving Party ought to be considered by the receiving Party as commercially confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests, trade secrets, know-how or other IPR of either Party or any other person and all Personal Data and sensitive personal data (within the meaning of the Data Protection Legislation);

"Commercially Sensitive Information" means the subset of Commercially Confidential Information identified as Commercially Sensitive Information in Schedule G (Contractor's Commercially Sensitive Information);

"Competition" means the competition that led to the appointment of the Contractor under this Agreement (following the issue of the Contract Notice);

"Compliance Agreement" means any conflict of interest compliance agreement or equivalent terms included in any Sub-contract or other agreement between:

- (A) the Contractor and a Sub-contractor or COI Associate (which shall include a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce its rights under that compliance agreement); or
- (B) between the Authority and the Contractor, the Sub-contractor, COI Associate or Contractor (as relevant) with the COI Compliance Regime;

"Conflicting Persons" has the meaning given to it in Schedule F (COI);

"Conflicting Project" has the meaning given to it in Schedule F (COI);

"Continuous Service Delivery Improvement Plan" means the Contractor's plan to continuously improve the Programme Delivery Partner Products, Contractor Deliverables, and services provided to the Authority as set out in Appendix 2 'Continuous Improvement Plan' of Schedule C (Contract Management and Tasking).

"the Contract" means the Agreement concluded between the Authority and the Contractor, including all specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement. In the event of contradiction, precedence shall be given to Clause 3 (Commencement) and 4 (Duration of the Agreement) followed by the conditions of contract and then the Schedules of Requirements;

"Contract Management Meeting" has the meaning given to it in Clause 36 (Monthly Contract Reviews);

"Contract Notice" means the OJEU notice in relation to the Competition that was published on 19 January 2018.

"the Contract Price" means the price exclusive of value added tax, payable to the Contractor by the Authority under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract;

"Contract Year" means a period of twelve (12) months commencing on the Agreement Commencement Date or an anniversary of the Agreement Commencement Date;

"the Contractor" means the person who, by the Contract as defined in Schedule B (Contractor Governance and Management) Paragraph 1, undertakes to supply the Articles, or perform the Service, or both for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

"Contractor Background IPR" means:

- (A) IPR that is owned by or licensed to the Contractor or any Contractor Related Party or COI Associate before the Agreement Commencement Date; and
- (B) IPR that is or has been created, developed or acquired by or licensed to the Contractor or any Contractor Related Party or any COI Associate for purposes other than:

- (i) the Contractor fulfilling its obligations under this Agreement; and
- (ii) the Contractor Related Party or any COI Associate performing the Contractor's obligations under this Agreement;

"Contractor Commercially Sensitive Information" shall mean the information listed in the Schedule G (Contractor's Commercially Sensitive Information) to the Contract, being information notified by the Contractor to the Authority which is acknowledged by the Authority as being Commercially Sensitive Information;

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

"Contractor Delivery Team" or **"CDT"** means the delivery team responsible for the proactive management of the Contractor's obligations under this Agreement appointed by the Contractor to the Joint Programme Management Office in accordance with Schedule A (Schedule and Statement of Requirements) and Schedule C (Contract Management and Tasking);

"Contractor Delivery Team Personnel" means those employees of the Contractor or a member of the Contractor Group appointed to the Contractor Delivery Team;

"Contractor Employee Transfer Allegation" has the meaning given to it in Clause 42 (Transfer Regulations).

"Contractor Event of Default" means each event of default listed in Clause 50.2 (Termination for Contractor Event of Default);

"Contractor IPR" means Contractor Background IPR;

"Contract Lead" has the meaning given to it in Schedule C (Contract Management and Tasking);

"Contractor Performance Report" means the record of the overall performance of the Contractor in providing the Services, completed as a consensus score by the Senior Leadership Group of the DE&S functions and used in the measurement of KPI 5 in such form as the Authority shall provide to the Contractor from time to time;

"Contractor Related Parties" means one or more of:

- (A) an officer, employee, representative, agent or adviser of the Contractor;
- (B) a member of the Contractor Group;
- (C) a Sub-contractor and any further sub-contractor of any tier; and
- (D) an officer, employee, representative, agent or adviser of a Sub-contractor, and shall include any Engaged Personnel who are placed by the Contractor (whether directly or indirectly through a Sub contractor) with the Authority in accordance with Clause 26.1 (Obligations of the Contractor);

"Contractor's Representative" is the person appointed pursuant to Clause 13.1(Contractor's Representative);

"Contractor's Warranted Data" means the information relating to the Contractor and the COI Associates that is warranted in accordance with Schedule F (COI);

"Controlled Information" means any information in any written or tangible form which is disclosed to the Contractor or any Contractor Related Party by or on behalf of the Authority under or in connection with this Agreement, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor;

"Corrective Action" has the meaning given to it in Clause 33.5 (Review Findings and Corrective Action);

"COTS IPR" means IPR in any commercial off the shelf software and IT products, being software and IT products that are ready-made, readily available for sale or licence and can be used without development;

"CSSP" means the Contractor Suitable Senior Person with the meaning given to it in Schedule C (Contract Management and Tasking);

"Crown" means one or more of Her Majesty's Secretaries of State, another Minister of the Crown, the Lords Commissioners of Her Majesty's Treasury, the Treasury Solicitor, any body corporate wholly owned by any of the foregoing or any other person acting on behalf of the Crown;

"Crown Use" means the use of IPR by the Authority for services of the Crown pursuant to its rights under section 12 of the Registered Designs Act 1949, sections 55-59 of the Patents Act 1977 or sections 240-244 of the Copyright, Designs and Patents Act 1988;

"Customer Performance Questionnaire" means the record of the performance for a Specific Task completed at the end of the term of each Approved Tasking Order, and used in the measurement of KPI 5 in such form as the Authority shall provide to the Contractor from time to time;

"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

"Data Protection Legislation" means: (i) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (iii) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data; and (iv) any guidance or statutory codes of practice issued by the Information Commissioner or the European Data Protection set up under the General Data Protection Regulation in relation to such legislation;

"Data Protection Officer" has the meaning given to it in Schedule Q (Processing, Personal Data and Data Subjects);

"Data Room" means the documents (including correspondence and information) made available prior to the date of this Agreement by or on behalf of the Authority for inspection by or on behalf of the Contractor in connection with the Competition;

"DE&S" has the meaning given to it in the Recitals;

"DE&S Project Management, Project Controls and Integrated Logistics Functions" have the meaning given to it in Schedule A (Schedule and Statement of Requirements);

"DE&S Contract" means a contract or a proposal for a Contract (however early in development) that is awarded, or potentially to be awarded, by the Authority with procurement support or advice from DE&S;

"DEFCONS" means the defence conditions for use in defence related contracts as published by the Authority from time to time;

"DEFFORMS" means the defence forms for use in defence related contracts as published by the Authority from time to time;

"Defence Business Services" means the business service organisation responsible for the delivery of corporate services to the Authority;

"Defence and Security Public Contracts Regulations (DSPCR)" means the Defence and Security Public Contract Regulations 2011 SI 2011/1848;

"Deliverables" means any outputs and products provided or produced by the Contractor (or any Contractor Related Party) pursuant to this Agreement or the Services;

"Dispute" means any dispute, claim, or difference between the Parties (including any question regarding the existence, validity, interpretation or termination of the Agreement) arising in connection with the Services or the Agreement, and any dispute relating to any non-contractual obligations arising out of or in connection therewith;

"Dispute Resolution Procedure" means the procedure for the resolution of disputes set out in Schedule D (Dispute Resolution Procedure);

"Disputed Amount" means any part of any payment to which the Authority believes the Contractor **is not entitled pursuant to this Agreement**;

"Domain" means Land/Fleet/Air/Joint Enablers/Corporate/ Submarines across DE&S

"DPA" means the Data Protection Act 1998;

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

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

"Employment Contract" means the contract of employment or engagement between the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) and a Member of the Engaged Personnel;

"Encumbrance" means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other Third Party right, or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing;

"Engaged Personnel" means the Personnel and the Contractor Delivery Team Personnel.

"Engagement" means (as applicable):

(A) the Placement Period for Personnel;

(B) the period during which a Contractor Delivery Team Personnel is appointed;

"Environmental Information Regulations" means the Environmental Information Regulations 2004;

"EU" means the European Union;

"Exit Plan" has the meaning given to it in Clause 52.1 (Exit Plan);

"Expiry Date" means the date which is two (2) years after the Agreement Commencement Date unless and to the extent extended pursuant to Clause 4 (Duration of the Agreement);

"Fee" means the total of the Rates and the Specific Task Amount calculated pursuant in Schedule E (Payment Management);

"Final Performance Warning Notice" has the meaning given to it in Clause 50.7 (Termination for Poor Performance Breach);

"Finance Manager" has the meaning given to it in Schedule C (Contract Management and Tasking).

"Firm Price" means a price, agreed for the Articles, Contractor Deliverables, or Services, or all three, which is not subject to variation;

"FOIA" or "Freedom of Information Act" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the Information Commissioner's Office from time to time in relation to such legislation;

"Framework Agreement" means an Agreement or other arrangement between the Authority or the Authority and one or more other contracting authorities, and one or more contractors that establishes the terms (in particular the terms as to price and, where appropriate, quantity) under which the contractor(s) will enter into one or more contracts with the Authority in the period during which the Framework Agreement applies.

"Good Industry Practice" means the exercise of that degree of skill, care, diligence, prudence, transparency, co-operation, professionalism and foresight and operating practice, including with respect to safety, security, efficiency and cost-effectiveness, which would reasonably and ordinarily be expected of an appropriately (and where relevant professionally) qualified, skilled and experienced person engaged in the UK (or an appropriate equivalent jurisdiction) in activities of a similar scope and complexity to the Services (where such contractor is seeking to comply with its contractual obligations and all Applicable Laws);

"Government Body" means any department, office, body or agency of the UK Government or the Crown but excluding the Authority;

"Government Furnished Assets" or "GFA" has the meaning given to it in Clause 37.1;

"Government Furnished Resource" or "GFR" means MOD personnel loaned to the Contractor in connection with the Contract by or on behalf of the Authority

"Government Furnished Information" or "GFI" means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

"Government Furnished Facilities" or "GFF" means buildings, parts of buildings, sites and other infrastructure issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

"HMRC" means Her Majesty's Revenue and Customs;

"HOF" means Head of Function;

"Initial Approved Tasking Order" means the Initial Approved Tasking Order at the Agreement Commencement Date, detailed at Appendix 2 of Schedule C (Contract Management and Tasking);

"Infringing Part" has the meaning given to it in Clause 63.2 (Contractor's IPR Indemnity);

"Insolvency Event" means, in relation to any person, the occurrence of any of the following (unless, in the case of the events set out in Paragraphs (b), (c) or (d) below, the proceedings to which they relate are frivolous or vexatious and are dismissed, stayed or discharged within fifteen (15) Business Days of their commencement):

- (A) the passing of a resolution for a person's winding up or the summoning of a meeting to pass any such resolution (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
- (B) the person having a petition for a winding-up order presented against it (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
- (C) an application being made to court, or an order being made, for the appointment of an administrator or any step is taken to appoint an administrator;
- (D) a receiver, administrative receiver, receiver and manager or similar officer being appointed by any person of all or any part of the person's property, assets or undertaking;
- (E) the person making a proposal for a voluntary arrangement as defined in Section 1 of the Insolvency Act 1986;
- (F) the person entering into any other arrangement with all of its creditors or any of them;
- (G) the person taking or suffering any other action in consequence of debt including giving notice to its creditors or any of them that it has suspended or is about to suspend payment; or
- (H) the person being unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986 or any distress, execution or other process being levied upon the whole or a substantial part of the person's property, assets or undertaking;

"IPR" or "Intellectual Property Rights" means all trademarks, logos, get-up, trade and business names, domain names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semiconductor topography rights, inventions (whether patentable or not), know-how, moral rights, commercially confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable the right to apply for registration and any and all applications for registration and any renewals or extensions of any of the foregoing rights;

"IPR Claim" has the meaning given to it in Clause 63 (Contractor's IPR Indemnity);

"Issued Property" means any item of Government Furnished Equipment (GFE), including any Articles in connection with which the Contractor is required under the Contract to carry out any Service, issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

"Joint Programme Management Office" or "JPMO" means the joint programme management office set up in accordance with Schedule C (Contract Management and Tasking);

"JPMO SRO" means the Authority SRO or the Contractor SRO or both, as the context requires.

"Key Performance Indicator" or "KPI" means the key performance indicators described in Schedule L (Key Performance Indicators);

"KPI Failure" means the Contractor's performance level being assessed as:

- (A) **"RED"** for a particular KPI in a KPI Period (or KPI Periods) in accordance with the Schedule L (Key Performance Indicators);

"KPI Period" means the period for the measurement of performance set out in Schedule L (Key Performance Indicators);

"Key Personnel" means the Grant Thornton UK LLP Lead

"Late Quality and Performance Issues" means the Quality and Performance Issues that have not been resolved to the satisfaction of the Authority in accordance with Schedule C (Contract Management and Tasking), which either:

- (A) became overdue and were resolved during the relevant KPI Period (but excluding any Quality and Performance Issues which were overdue on the last Business Day of the previous KPI Period and were resolved in the current KPI Period); or
- (B) remain unresolved on the last Business Day of the relevant KPI Period;

"Legal Proceeding" means any suit, litigation, claim, action, proceeding, arbitration, administrative proceeding, mediation, adjudication or investigation before any Relevant Authority (save that for the purposes of Clause 9.1 (Contractor Warranties and Representations) or Schedule H (Liability for Engaged Personnel) it shall only include investigations of which the Contractor is aware, having made all due enquiry);

"Letter of Placement" means a letter of appointment between the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) and a Member of the Engaged Personnel in a form satisfactory to the Authority and based on that form set out in Appendix 1 (Letter of Placement) to Schedule H (Liability for Engaged Personnel);

"Loss" means any cost (including reasonable legal and other professional costs, fees and expenses), expense, loss, damage or destruction, compensation, fine or other liability (including any claims, interest, penalty, applicable VAT and similar taxes or liability for deduction of PAYE tax properly incurred) whatsoever or howsoever incurred;

"Losses" means all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities howsoever incurred.

"Management Board" has the meaning set out in Schedule B (Contractor Governance and Management);

"Management Issues" means, in relation to any Engaged Personnel, all those matters under the relevant Employment Contract requiring action, investigation or decisions by the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor), including appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual leave, sick leave or other leave; absence for any other reason; any complaint about the Engaged Personnel (whether or not that would be dealt with under the disciplinary procedure of the Contractor (or, where relevant, of a member of the Contractor Group or a Sub-contractor)); and any complaint or grievance raised by such Engaged Personnel (whether or not that would be dealt with under the grievance procedure of the Contractor (or, where relevant, of a member of the Contractor Group or a Sub-contractor)); termination of employment; and any disciplinary action;

"Materiel" is a generic term meaning equipment (including fixed assets), stores, supplies and spares;

"Maximum Price" means, in relation to the ITT, the calculated price of the duration, associated rate card, and level of personnel as provided in the Indicative Figures and Tender. E.g. a duration of 6 days for 1 Senior Professional.

"Member of Engaged Personnel" means an individual who is part of the Engaged Personnel, including the Contractor Delivery Team and the Personnel;

"Member of the Personnel" means an individual who is part of the Personnel, including a Resource;

"Milestones" means the milestones agreed between the Parties under an Approved Tasking Order.

"Month" means a calendar month and **"Monthly"** shall be construed accordingly;

"Monthly Fees Report" means a report to be submitted by the Contractor to the Authority in accordance with Clause 36.4.2 (Monthly Contract Reviews) and Schedule E (Payment Management);

"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, termination or expiry of this Agreement;

"Non-Transferring Employee" means any person who immediately prior to 23:59 hours on the day prior to the Agreement Commencement Date was employed: (i) by the Authority; or (ii) by any third party retained directly or indirectly by or on behalf of the Authority in relation to the DE&S Programme Functions;

"OJEU" means the Official Journal of the European Union;

"Overdue Resource Placements " means placements where Resources were not or have not been deployed to the relevant specific vacancies within 25 Business Days of the date the relevant Approved Tasking Order took effect in accordance Schedule C (Contract Management and Tasking), whether such placements:

- (A) became overdue and were resolved during the relevant KPI Period (but excluding any placements which were overdue on the last Business Day of the previous KPI Period and were resolved in the current KPI Period); or
- (B) remain overdue on the last Business Day of the relevant KPI Period;

"Paragraph" means a distinct section of a piece of writing, dealing with a single theme and indicated by a new line, indentation, or numbering;

"Parties" means the parties to this Agreement and **"Party"** means either of them;

"Payment Mechanism" means the provisions of Schedule E (Payment Management);

"Performance Regime" means the KPI management regime set out in Schedule E (Payment Management);

"Performance Report" has the meaning given to it in Clause 36.4.1 (Monthly Contract Reviews);

"Performance Warning Notice" has the meaning given to it in Clause 50.7 (Termination for Poor Performance Breach);

"Person" includes any legal or natural person or persons;

"Personal Data" means Personal Data as defined in the Data Protection Act which is supplied to the Contractor by the Authority or obtained by the Contractor in the course of the Services or the Agreement;

"Personnel" means all persons employed or engaged under an Approved Tasking Order in connection with the performance of the Services, whether as a Resource or in

connection with a Specific Task and, where the context so requires, shall include a Member of the Personnel;

"Personnel Performance Questionnaire" means the record of the performance of a Member of the Personnel completed by the Authority:

- (A) every six (6) Months; and
- (B) at the end of the term of each Approved Tasking Order, and used in the measurement of KPI 4 in such form as the Authority shall provide to the Contractor from time to time;

"Personnel Services" means the Services to be performed during a Placement Period by Personnel, as agreed between the Authority and the Contractor pursuant to an Approved Tasking Order and recorded for the benefit of such Personnel in the relevant Letters of Placement;

"Placement" means, in relation to a Member of the Personnel, the placement by the Contractor, a member of the Contractor Group or a Sub-contractor of such Member of the Personnel with the Authority pursuant to an Approved Tasking Order;

"Placement Period" means, in relation to each Member of the Personnel, the period of a Placement as defined in the relevant Member of the Personnel's Letter of Placement;

"Pre-Mobilisation Checklist" means the check-list to be developed by the Contractor and updated from time to time with approval always of the Authority, and which shall align to the requirements set out in Schedule C (Contract Management and Tasking) as may be updated from time to time by agreement, albeit that items which require input, information or training to be provided by the Authority to the Contractor shall not be included in the Pre-Mobilisation Checklist unless and until such input, information or training has been provided by the Authority in full ;

"Prescribed Rate" means a rate of five (5) per cent per annum above the Bank of England base rate;

"Pre-Qualification Questionnaire" means the document of that name issued to Tenderers on 12/08/2020;

"Privilege and Confidentiality Agreement" means a privilege and confidentiality agreement between the Authority and Engaged Personnel which shall be in substantially the agreed form set out in Schedule H (Liability for Engaged Personnel), with such amendments as are reasonably necessary so as to give it effect;

"Product" means a Contractor Deliverable delivered to the Authority in response to an Approved Tasking Order;

"Prohibited Act" means:

- (A) offering, giving or agreeing to give to any servant of the Crown, or receiving any gift or consideration or financial or other advantage of any kind as an inducement or reward, for the benefit of itself or another person, or which it would be improper to accept:
 - 1. for doing or not doing (or for having done or not having done), or attempting to do or not do any act in relation to the obtaining, execution or performance of this Agreement or any other contract with the Crown either inside or outside the UK; or
 - 2. for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;
- (B) entering into this Agreement or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to and authorised in writing by the Authority;
- (C) committing any offence:
 - 1. under the Prevention of Corruption Acts 1889-1916;
 - 2. under Applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Anti-Terrorism, Crime and Security Act 2001;
 - 3. which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 4. under Applicable Laws creating offences in respect of fraudulent acts; or
 - 5. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown;
- (D) defrauding or attempting to defraud or conspiring to defraud the Crown; or

- (E) failing to promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Contractor or any Contractor Related Party in connection with the performance of this Agreement of which it is or ought reasonably to have been aware;

"Protective Measures" means: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

"Quality and Performance Issue" means any issue in relation to a member of the Personnel's performance, conduct, competence or fit with their role or any issue in relation to the quality of the Product(s) required in relation to a Specific Task.

"Rapid Mobilisation" means a requirement of the Authority to fulfil an operational surge in activity, and designated as such in accordance with Schedule C (Contract Management and Tasking);

"Rates" has the meaning given to it in Schedule E (Payment Management);

"Rate Cards" means the rate cards to the Payment Mechanism.

"Receipting" has the meaning given to it in Clause 44.4.4 (Disputed Amounts);

"Relevant Authority" means any court or tribunal or other (local, national or supra-national) agency, inspectorate, minister, ministry, official, public or statutory body with jurisdiction in relation to any suit, litigation, claim, action, proceeding, arbitration, administrative proceeding, mediation, adjudication or investigation in the UK, the EU or any other jurisdiction;

"Relevant Month" means the Month during which payment of an amount is first claimed by the Contractor pursuant to Clause 43 (Invoicing and Payment);

"Remediable Breach" has the meaning given to it in Clause 50.5 (Remediable Breach);

"Remediation Programme" has the meaning given to it in Clause 50.6 (Remediation Programme);

"Request for Information" has the meaning given to it in the FOIA;

"Representatives" means the Contractor's Representative and the ADT Commercial Leads;

"Required Skills" means the level of skills, knowledge and experience expected from Personnel, identified for such Member of the Personnel as being required to carry out the relevant Approved Tasking Order;

"Requirements" means the requirements described in Schedule A (Schedule and Statement of Requirements);

"Resource" means an individual appointed to a specific vacancy in accordance with Schedule A (Schedule and Statement of Requirements);

"Retained Amount" has the meaning given to it in Schedule E (Payment Management);

"Retention" has the meaning given to it in Schedule E (Payment Management);

"Retention Value" means each amount (whether expressed as a lump sum or as a percentage) (labelled as a "Retention Value" for each KPI) set out in Schedule E (Payment Management);

"Review Close-Out Meeting" has the meaning given to it in Clause 33.5 (Review Findings and Corrective Action);

"Review Representatives" has the meaning given to it in Clause 33.3 (Authority Review);

"Revised Due Date" means the date that is thirty (30) Business Days after the end of a Remediable Breach;

"Role Profile Level Standard" means the standards described in Schedule A (Schedule and Statement of Requirements);

"Schedule of Requirements" means that part of the Agreement which identifies, either directly or by reference, the Articles, Services or Contract Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Article, Service or Contract Deliverable;

"Secret Matter" means any matter connected with this Agreement or any Associated Contract or DE&S which is designated in writing by the Authority as "Top Secret" or "Secret" (or with any equivalent classification in use from time to time) and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;

"Security Aspects Letter" means the letter issued in accordance with Clause 56 (Security Aspects Letter);

"Security Policy Framework" means the security policy framework produced by the Government Security Secretariat within the Cabinet Office which sets out the standards, best practice guidelines and approaches that are required to protect UK Government assets, as amended from time to time;

"Services" means the services to be provided by the Contractor (and the Contractor Related Parties) pursuant to this Agreement as defined in SOR;

"Solicitation Date" has the meaning given to it in Clause 41.1.1 (Non-solicitation);

"Specific Task" has the meaning given to it in Schedule A (Schedule and Statement of Requirements);

"Specific Task Amount" has the meaning given to it in Schedule E (Payment Management);

"Sub-contract" means any contract, agreement or other arrangement (whether in writing or otherwise) between the Contractor and a Third Party under which goods or services (including advisory services) are provided to the Contractor to assist it in performing its obligations under this Agreement;

"Sub-contractor" means any sub-contractor engaged by the Contractor or by any other sub-contractor of the Contractor at any level of sub-contracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Sub-contract' shall be interpreted accordingly;

"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 on termination, partial termination or expiry of this Agreement;

"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 whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider on termination, partial termination or expiry of this Agreement;

"Support Services" means services defined in Schedule A (Schedule and Statement of Requirements)

"Task" means a Specific Task or a task to fulfil a vacancy through the provision of a Resource;

"Tasking Process" means the process set out in Schedule C (Contract Management and Tasking);

"Task Order Form" means the form set out in Schedule A (Schedule and Statement of Requirements); **"Task Order ID"** has the meaning given to it in Schedule A (Schedule and Statement of Requirements);

"Task Order Delivery Manager" means the manager (or delegate) of the Authority who undertakes activities identified for that role under this Agreement;

"Tenderer" means any tenderer or potential tenderer who participated in the Competition in any respect;

"Term" has the meaning given to it in Clause 4.1 (Term).

"Termination Date" means the date of early termination of this Agreement;

"Termination Notice" has the meaning given to it in Clause 50.5 (Remediable Breach);

"Third Party" means any person other than the Parties;

"Third Party IPR" means IPR which is:

- (A) owned by a Third Party (other than a Contractor Related Party or a COI Associate); or
- (B) licensed to a Third Party (other than a Contractor Related Party or a COI Associate) and in respect of which that Third Party has the right to grant sub-licences;

"Total Quality and Performance Issues" means the sum of:

- (A) all Late Quality and Performance Issues; and
- (B) any other Quality and Performance Issues that have been resolved to the satisfaction of the Authority in accordance with Schedule C (Contract Management and Tasking) during a KPI Period;

"Total Annual Fee" means, in relation to each Contract Year, the total of all Fees in relation to Services delivered in that Contract Year;

"Total Resource Placements" means the sum of:

- (A) all Overdue Resource Placements; and
- (B) any other placements where Resources were deployed to the relevant specific vacancies within 25 Business Days of the date the relevant Approved Tasking Order took effect in accordance with Schedule E (Payment Management) during a KPI Period;

"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.

"Transparency Information" shall mean the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

"Treaties" means the Treaty on European Union ("TEU") and the Treaty on the Functioning of the European Union ("TFEU");

"UIN " means Unique Identity Number as a MOD Accounting code:

"UK" means the United Kingdom of Great Britain and Northern Ireland;

"VAT" means any value added taxes;

"Wilful Misconduct " means:

- (A) any act or failure to act (whether sole, joint or concurrent) by any person (or its officers, employees, representatives, agents or advisers) in breach of a duty owed to another person which was intended to cause harmful consequences and in relation to which such person knew, or should have known, such act or failure would be a breach of duty and would have such effect on the safety or property of another person; and
- (B) any act of fraud by any person (or its officers, employees, representatives, agents or advisers);

"Withheld Amount" means any part of any payment claimed by the Contractor pursuant to this Agreement that the Authority determines is not payable pursuant to this Agreement.

"Year" means the twelve (12) month period from (but excluding) a day to (and including) the day bearing the same number in the same Month of the following year (or, in the case only of a year commencing on 29 February, to the next following 28 February).

"Working Day" means 1 Man Day/Professional Working Day. A minimum of an 8 hour Working Day in any 24 hour period between the hours of 0800 and 1900 excluding breaks and normal travel time.

- 1.2 Where ISO 9000 or documents in the AQAP 100 series form part of the Contract either by reference in the special conditions or as invoked by such Defence Standards (DEF-STANS) in the 05-090 series as are called up as part of the Contract, the following provisions shall also have effect:

- (A) **"the purchaser"** means **"the Authority"**;
- (B) **"the purchaser's Representative"** means **"the Representative of the Authority"**;
- (C) **"the project management Authority"** or **"progress Authority"** means the authorities so designated in the Contract.

1.3 INTERPRETATION

In this Agreement, except where the context otherwise requires:

- 1.3.1 Words and expressions defined in the Companies Act 2006 shall have the same meaning in this Agreement;
- 1.3.2 a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision;
- 1.3.3 a reference to an enactment, statutory provision or subordinate legislation shall include a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced, and references to an enactment or statutory provision include a reference to any repealed statute or statutory provision which it re-enacts (with or without modification), as subsequently re-enacted;
- 1.3.4 words in the singular shall include the plural and vice versa;
- 1.3.5 references to one gender include other genders;
- 1.3.6 a reference to a person shall include a reference to a firm, a body corporate, an unincorporated association, a partnership and to an individual's executors or administrators;
- 1.3.7 a reference to a Clause, Paragraph, Schedule, Part, Rule, Appendix or Annex shall be a reference to a Clause, Paragraph, Schedule, Part, Rule, Appendix or Annex of or to this Agreement and a reference to a Paragraph or Part within a Schedule, Appendix or Annex shall be to a Paragraph or Part of that particular Schedule, Appendix or Annex unless otherwise stated;
- 1.3.8 references to this Agreement include this Agreement as amended or supplemented in accordance with its terms;
- 1.3.9 references in this Agreement to any Contract, Agreement or other instrument (other than an enactment, statutory provision or subordinate legislation made thereunder) shall be deemed to be references to that Contract, Agreement or instrument as from time to time amended;
- 1.3.10 if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

- 1.3.11 references to writing shall include any modes of reproducing words in any legible form and (unless expressly stated otherwise) shall include email;
- 1.3.12 references to the Authority or the Contractor shall include any assignees or successors in title to those persons;

- 1.3.13 a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";
- 1.3.14 the contents page and headings in this Agreement are for convenience only and shall not affect its interpretation;
- 1.3.15 reference to a document "in the agreed terms" or any similar expression shall be to a document agreed between the Parties, annexed or appended to this Agreement and initialed for identification by the Parties; and
- 1.3.16 except to the extent expressly provided, no rates or amounts expressed in this Agreement shall be subject to indexation during the Term.

1.4 PRECEDENCE OF DOCUMENTATION

- 1.4.1 Subject to Clause 1.4.2, if there is any inconsistency between the provisions of the body of this Agreement and the Schedules or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:
- (A) Clause 1 (Definitions and Interpretations) to Clause 76 (Additional Conditions) of this Agreement;
 - (B) all DEFCONs or DEFSTANS referenced in the Agreement;
 - (C) Schedule of Requirements A (Requirements);
 - (D) all other Schedules; and
 - (E) any Approved Tasking Order.
- 1.4.2 The terms of any Approved Tasking Order will take precedence over any other part of this Agreement in so far as such terms relate to the delivery of the Services under that Approved Tasking Order (as the case may be).
- 1.4.3 If a Party becomes aware of any inconsistency within or between the documents referred to in Clause 1.4.1, such Party shall promptly notify the other and the Parties will seek to resolve such inconsistency, provided that if either Party considers the inconsistency to be material then the matter shall be determined in accordance with Clause 53 (Dispute Resolution Procedure).

2. GOVERNING LAW

- 2.1 The Agreement shall be governed by and construed in accordance with the Laws of England and Wales.
- 2.2 Subject to Schedule D (Dispute Resolution Procedure) and Clause 53 (Dispute Resolution Procedure) and without prejudice to the dispute resolution process set out in that Clause, each party hereby irrevocably submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Agreement or breach thereof.
- 2.3 Other jurisdictions may apply solely for the purpose of giving effect to this Clause and for the enforcement of any judgement, order or award given under English jurisdiction.

3. COMMENCEMENT

3.1 Agreement Commencement Date

3.1.1 This agreement shall come into effect on 2nd August 2021.

3.2 Commencement Conditions

3.2.1 Prior to the Commencement Conditions Longstop Date, the Contractor shall deliver to the ADT Commercial Lead:

- (A) a certified copy of the agreement between the parties comprising the Contractor;
 - (B) signed copies of each Initial Approved Tasking Order;
 - (C) signed copies of a Letter of Placement executed by each of the Key Personnel;
 - (D) signed copies of Approved Sub-contracts entered into with each Approved Sub-contractor;
 - (E) a Compliance Agreement executed by each Approved Sub-contractor (which may be included in the terms of the Approved Sub-Contract); and
 - (F) Not used
- (the "**Commencement Conditions**").

3.2.2 The Contractor shall use all reasonable endeavours to satisfy or procure the satisfaction of each of the Commencement Conditions not already satisfied or waived as soon as possible.

3.2.3 The Authority may, by written notice to the Contractor, waive any of the Commencement Conditions in whole or in part.

3.3 Failure to Satisfy Commencement Conditions

If one or more of the Commencement Conditions remains unsatisfied by 23:59 on the day falling immediately before the Commencement Conditions Longstop Date, and has not been waived by the Authority on or before that date, the Authority shall be entitled to terminate this Agreement with immediate effect as a Contractor Event of Default.

4. DURATION OF THE AGREEMENT

4.1 Term

4.1.1 Subject to the earlier termination of this Agreement in accordance with Clause 50 (Early Termination) or extension of this Agreement in accordance with Clause 4.2 (Options), this Agreement shall be for a period of 2 (two) years from the Agreement Commencement Date (the "Term").

4.2 Options

4.2.1 In addition to the initial contract duration of 2 (two) years, the Contractor hereby grants to the Authority the following irrevocable options in accordance with the Terms and Conditions set out in this Contract or any such subsequent Contract or Contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options. The terms of this Agreement will apply to any options exercisable option period.

(A) Option Period 1: Year 3 – *1 period of 12 months following 2 years from the commencement date]*

4.3 The Authority shall notify the Contractor whether it intends to exercise the option period in accordance with this Clause 4.2 (Options) by notice to the Contractor in writing and no later than three (3) Months prior to the date on which the Term would otherwise expire.

4.4 In the event that the Authority declines the opportunity to take up the option years, the Agreement will terminate two (2) years after the Agreement Commencement Date in clause 3.1.

4.5 The Authority reserves the right to seek competitive Tenders for the option requirement.

5. APPOINTMENT AND LIABILITY

5.1 Appointment

5.1.1 The Contractor shall perform its obligations in accordance with the terms of this Agreement. The entities comprising the Contractor shall be jointly and severally liable for their obligations under this Agreement.

6. NON-EXCLUSIVE AGREEMENT

6.1 The Contractor acknowledges and agrees that this Agreement is non-exclusive, that the Authority may also engage resources and seek solutions from other persons or employ resource itself and that the Authority has no obligation to request the provision or implementation of any services.

6.2 Standing Offer

6.2.1 In consideration for the payment of the sum of the Initial Approved Tasking Order by the Authority to the Contractor(s), the Contractor(s) shall not for the duration of the Framework Agreement withdraw from or amend in any way the standing offers contained in the Framework Agreement except by Agreement. The call-off arrangement is via Task Order.

6.3 Demand Levels

6.3.1 Where applicable, the demand referred to in the Schedule A (Statement of Requirements) are estimates only and is subject to variation at the Authority's discretion. The Authority shall not be bound to accept or pay for any Contractor deliverables other than those stated in the Tasking Order.

7. TRANSPARENCY

7.1 Notwithstanding any other term of this Contract, the Contractor understands that the Authority may publish the Transparency Information to the general public. The

Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

- 7.2 Before publishing the Transparency Information to the general public in accordance with Clause 7.1 above, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"), including the Contractor Commercially Sensitive Information.
- 7.3 The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 7.2 above. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- 7.4 For the avoidance of doubt, nothing in this Clause shall affect the Contractor's rights at law.

8. CHANGE OF CONTROL OF THE CONTRACTOR AND CHANGE IN COI ASSOCIATES

- 8.1 The Contractor shall inform the Authority, as soon as practicable, in writing (which for this purpose does not include email) of any change in control of any entity comprised in the Contractor or if any person holds or acquires, directly or indirectly, at least 20% of the capital or voting rights in any entity comprised in the Contractor Group.
- 8.2 For the purposes of this Clause 8 (Change of Control of the Contractor and Change in COI Associates), "control" of an entity means the power of a person, directly or indirectly, to secure that the affairs of that entity are conducted in accordance with the wishes of that person or to exercise a dominant influence over that entity:
 - 8.2.1 by means of the holding of shares, or the possession of voting powers in, or in relation to, the entity; or
 - 8.2.2 by virtue of any powers conferred by the constitutional or corporate documents, or any other contract, agreement or arrangement, regulating the entity, and a change of control of the entity occurs if a person who controls the entity ceases to do so or if another person acquires control of the entity.
- 8.3 The Contractor shall inform the Authority, as soon as practicable, in writing (which for this purpose does not include email) if any entity that is party to (or is competing for or proposing to enter into) any other contract with the Authority, becomes a COI Associate.
- 8.4 All notices required to be given to the Authority pursuant to this Clause 8 (Change of Control of the Contractor and Change in COI Associates) shall be submitted to the ADT Commercial Lead and to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,

9. CONTRACTOR WARRANTIES AND REPRESENTATIONS

9.1 Contractor Warranties and Representations

9.1.1 The Contractor warrants and represents to the Authority, and the Authority relies upon such warranties and representations, that on the date of this Agreement:

- (A) each of the entities comprised in the Contractor are properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
- (B) in the case of this Agreement, and each Associated Contract that is executed before or on the date of this Agreement, all action necessary on the part of each entity comprised in the Contractor to authorise the execution of and the performance of its obligations under this Agreement, and any such Associated Contract has been taken;
- (C) in the case of this Agreement, and each Associated Contract (or other document) referred to in Paragraph (B) above, the obligations expressed to be assumed by the Contractor are legal, valid, binding and enforceable to the extent permitted by Applicable Law;
- (D) the execution, delivery and performance by it of the Agreement, and the Associated Contracts, does not contravene any provision of:
 - 1. any Applicable Laws (including any Applicable Law which has been enacted but is not yet in force);
 - 2. the memorandum and articles of association of either entity comprised in the Contractor;
 - 3. any order or decree of any Relevant Authority which is binding on either entity comprised in the Contractor; or
 - 4. any obligation which is binding upon either entity comprised in the Contractor or upon any of its assets or revenues;
- (E) no claim is presently being assessed and no Legal Proceeding is presently in progress or, to the best of the knowledge of either entity comprised in the Contractor (having made all due enquiry), pending or threatened against it or any of its assets which may have a material adverse effect on the ability of the Contractor to perform its obligations under the Agreement;
- (F) no Legal Proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, having made all due enquiries, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues in relation to either entity comprised in the Contractor;
- (G) neither entity comprised in the Contractor has committed any Prohibited Act in connection with this Agreement or the Competition;

- (H) in so far as it is aware, none of the Contractor Related Parties has committed a Prohibited Act in connection with this Agreement or the Competition;
- (I) (to the best of the knowledge of the Contractor, having made all due enquiries) none of the entities comprised in the Contractor, the Contractor Related Parties or any of the COI Associates is or has been the subject of any investigation, inquiry or enforcement proceedings by any Relevant Authority regarding any offence or alleged offence under any legislation relating to anti-bribery and anti-corruption (including the Bribery Act 2010);
- (J) (to the best of the knowledge of the Contractor, having made all due enquiries) none of the entities comprised in the Contractor, the Contractor Related Parties or any of the COI Associates is or has been the subject of UK or foreign export control sanctions or investigations; and
- (K) the Contractor's Warranted Data is true, accurate and complete in all material respects.

9.1.2 The Contractor warrants and represents to the Authority, and the Authority relies upon such warranties and representations, that at the time of the execution of any Associated Contract that is executed after the date of this Agreement:

- (A) all action necessary on the part of the entities comprised in the Contractor to authorise the execution of and the performance of its obligations under any such Associated Contract will be or has been taken; and
- (B) the obligations expressed to be assumed by the Contractor under any such Associated Contract shall be or are legal, valid, binding and enforceable to the extent permitted by Applicable Law.

9.1.3 The Contractor warrants and represents to the Authority, and the Authority relies upon such warranties and representations, that throughout the duration of this Agreement it will have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Contractor (including Contractor Related Parties) from bribing any person with the intention of obtaining or retaining business for the Contractor, or with the intention of obtaining or retaining an advantage in the conduct of business for the Contractor.

10. CONTRACTOR'S RELATED PARTIES

10.1 The Contractor shall at all times remain directly liable to the Authority for the due and proper performance of its obligations under this Agreement and shall be responsible and liable for the acts and omissions of the Contractor Related Parties in relation to this Agreement and the Services as if they were the acts and omissions of the Contractor.

10.2 Without limitation in respect of its actual knowledge, the Contractor shall for all purposes of this Agreement be deemed to have such knowledge in respect of the Services and other obligations under this Agreement and the Associated Contracts as is held (or ought reasonably to be held) by any Contractor Related Party.

11. AUTHORITY RELATED PARTIES

11.1 Subject to the provisions of this Agreement, the Authority shall be responsible and liable for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

12. NOTICES

12.1 A notice (including any approval, consent or other communication) in connection with this Agreement:

12.1.1 must be in writing in the English language;

12.1.2 when sent by post or left at an address, must be left at the address of the addressee or sent by pre-paid recorded delivery (airmail if posted to or from a place outside the UK) to the address of the addressee which is specified in this Clause 12 (Notices) in relation to the Party to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or marked for the attention of such other person as the relevant Party may from time to time specify by notice given in accordance with this Clause 12 (Notices); or

12.1.3 may be sent by electronic mail to the email address of the addressee which is specified in this Clause 12 (Notices) in relation to the Party to whom the notice is addressed, or to such other address as the relevant Party may from time to time specify by notice given in accordance with this Clause 12 (Notices); unless a provision of this Agreement expressly provides otherwise.

12.2 The relevant details of each Party at the date of this Agreement are:

Authority:

Attention (ADT Commercial Lead):

Save for notices issued by the Contractor to the Authority under Clause 8.4 (Change of Control of the Contractor and Change in COI Associates) which must be sent in accordance with Clause 8.4

Contractor:

Save that notices issued by the Authority to the Contractor under Clause 15 (Assignment and Novation), Clause 50.9 (Voluntary Termination by the Authority), Clause 50.10 (Termination for Change of Control of Contractor), and any Final Performance Warning Notice, Material Breach Notice, Termination Notice, or any notice in respect of a Dispute, each of which may not be validly served by email.

12.3 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 12.4.

12.4 Subject to Clause 12.5 below, a notice is deemed to be received:

12.4.1 in the case of a notice left at the address of the addressee, upon delivery at that address;

12.4.2 in the case of a posted letter, on the third (3rd) Business Day after posting or, if posted to or from a place outside the UK, the fifth (5th) Business Day after posting; and

12.4.3 in the case of email, when sent (except that an email shall not be deemed to have been sent if the sender receives a delivery failure notification).

12.5 A notice received or deemed to be received in accordance with Clause 12.4 on a day which is not a Business Day, or after 1700 on any Business Day, shall be deemed to be received on the next following Business Day.

13. REPRESENTATIVES

13.1 Contractor's Representative

13.1.1 The Contractor shall appoint the person whose name, address, email address and telephone number is set out in Clause 12 (Notices) to act as the Contractor's Representative in connection with this Agreement.

13.2 Authority of the Contractor's Representative

13.2.1 The Contractor's Representative shall have full authority to act on behalf of the Contractor for all purposes connected with this Agreement. Unless notified by the Contractor in writing before such act or instruction, the Authority shall be entitled to treat any act of the Contractor's Representative which is authorised by the Agreement as being expressly authorised by the Contractor and the Authority shall not be required to determine whether authority has, in fact, been given.

13.2.2 The Contractor shall procure that the Contractor's Representative acts in accordance with the Contractor's Representative's powers and functions in this Agreement.

13.3 Change in Contractor's Representative

13.3.1 The Contractor may propose a change in the identity of the Contractor's Representative and Clause 12 (Notices) shall be updated accordingly unless the Authority refuses the change under Clause 13.3.1.

13.3.2 The Authority may refuse any change proposed by the Contractor under Clause 13.3.1 in its sole discretion.

13.3.3 During any period when the Contractor's Representative is unable through illness, incapacity, holidays or any other reason to carry out or exercise his functions under this Agreement, the Contractor's Representative may temporarily delegate their functions to another person by giving the Authority written notice and seeking the Authority's approval of the identity of such person and the extent of his authority. The Authority shall not unreasonably withhold or delay approval of the delegate under this Clause 13.3.3.

13.4 Authority Commercial Lead

13.4.1 The Authority shall appoint the person whose name, address, email address and telephone number is set out in Clause 12 (Notices) as the ADT Commercial Lead in connection with this Agreement.

13.5 Change in ADT Commercial Lead

13.5.1 The Authority may propose a change in the identity of the ADT Commercial Lead and Clause 12 (Notices) shall be updated accordingly.

13.5.2 During any period when the ADT Commercial Lead is unable through illness, incapacity, holidays or any other reason to carry out or exercise their functions

under this Agreement, the ADT Commercial Lead may delegate such functions to another person by giving the Contractor written notice of the identity of such person and the extent of his authority.

14. AUTHORITY'S DISCLOSED DATA

14.1 Authority Disclosed Data

14.1.1 Subject to Clause 14.4 (Fraudulent Statements):

- (A) The Authority does not make any representation or give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the Authority Disclosed Data; and
- (B) Neither the Authority nor any Authority Related Party shall be liable to the Contractor in contract, tort (including the tort of negligence) or for breach of any statutory duty or otherwise as a result of:
 - 1. any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the Authority Disclosed Data; or
 - 2. any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to the Agreement or the Competition.

14.2 Contractor's Due Diligence

14.2.1 Subject to Clause 14.4 (Fraudulent Statements) and 14.5 (Contractor's Standard of Care), on entering into this Agreement, the Contractor agrees it has been given an opportunity to carry out a review and investigation of the documents contained in the Data Room and the Clarification Responses, and shall not in any way be relieved from any obligation under this Agreement nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) as a consequence of:

- (A) any information not being provided in the Data Room or the Clarification Responses where such information is not material;
- (B) any fact or circumstance that has been fairly disclosed in the Data Room or the Clarification Responses;
- (C) any fact or circumstance which the Contractor, or its agents or advisers were, or ought reasonably to have been, aware of as a result of the contents of the Data Room or the Clarification Responses; or
- (D) any fact or circumstance which a Tenderer, acting in accordance with Good Industry Practice, would have been aware of having made reasonable due diligence enquiries.

14.3 No Relief

14.3.1 Subject to Clause 14.4 (Fraudulent Statements) and Clause 14.5 (Contractor's Standard of Care), the Contractor shall not in any way be relieved from any obligation under this Agreement nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) on grounds that any information,

whether obtained from the Authority or otherwise (including information made available by the Authority), is incorrect or insufficient.

14.4 Fraudulent Statements

14.4.1 Nothing in this Clause 14 (Authority's Disclosed Data) shall exclude any liability which the Authority would otherwise have to the Contractor for statements made fraudulently or fraudulent omissions to make statements prior to the date of this Agreement.

14.5 Contractor's Standard of Care

Where:

14.5.1 the Authority or an Authority Related Party has provided or made available information to the Contractor which is incorrect or insufficient for its stated purpose; and

14.5.2 the Contractor has exercised Good Industry Practice in assessing the accuracy and sufficiency of that information; the Contractor shall not be liable for, nor suffer any Deduction or withheld amount in respect of, any acts or omissions undertaken in the provision of the Services in reliance upon that information.

15. ASSIGNMENT AND NOVATION

15.1 Assignment or Novation by the Contractor

15.1.1 Except where expressly permitted under this Agreement, the Contractor shall not (whether absolutely or by way of security and whether in whole or in part) assign, transfer, declare itself a trustee for a Third Party of, create an Encumbrance over, novate or otherwise dispose in any manner whatsoever of the benefit or burden of this Agreement (each of the above a "Contractor dealing") without the prior written consent of the Authority to be given or withheld in its sole discretion and any purported Contractor dealing in contravention of this Clause 15.1 (Assignment or Novation by the Contractor) shall be ineffective.

15.2 Assignment or Novation by the Authority

15.2.1 Except where expressly permitted under this Agreement, the Authority shall not without the prior written consent of the Contractor (not to be unreasonably withheld) assign, transfer, novate or otherwise dispose of the benefit or burden of this Agreement (each of the above an "Authority dealing"), unless such transfer takes place under statute or is to the Crown or another manifestation or agency of the Crown, or unless the obligations of the person to whom and in whose favour any such interest is assigned, transferred, novated or otherwise disposed of are fully and unconditionally guaranteed by the Crown, and any purported Authority dealing in contravention of this Clause 15.2 (Assignment or Novation by the Authority) shall be ineffective.

15.3 Notices

15.3.1 Any notice given under this Clause 15 (Assignment and Novation) shall comply with Clause 12.1.2 and shall not be given by email.

16. SEVERABILITY

16.1 If any provision of the Agreement is held to be invalid, illegal or unenforceable to any extent then:

16.1.1 such provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Agreement (but without invalidating any of the remaining provisions of the Agreement or any such provision to the extent that it is not invalid, illegal or unenforceable); and

16.1.2 the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision (or the invalid, illegal or unenforceable part thereof) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision (or the invalid, illegal or unenforceable part thereof).

17. VARIATION

17.1 No variation of this Agreement (or any document referred to in it) shall be effective unless it is in writing (which for this purpose does not include email) signed by or on behalf of each of the Parties and is accompanied by DEFFORM 10B signed by or on behalf of each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement, however effected.

18. WAIVER

18.1 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing (which for this purpose does not include email) and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

19. NO PARTNERSHIP, AGENCY OR EMPLOYMENT RELATIONSHIP

19.1 The Authority and the Contractor have entered into this Agreement as independent parties. Nothing in this Agreement or in any document referred to in it or any arrangement contemplated by it shall constitute either Party a partner or agent or principal or employee or employer of the other nor shall the execution, completion and implementation of this Agreement confer on either Party any power to bind or impose any obligations to any Third Parties on the other Party or to pledge the credit of the other Party.

20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

21. THIRD PARTIES RIGHT

21.1 Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

22. ENTIRE AGREEMENT

22.1 The Parties to this Agreement confirm that this Agreement, together with the Associated Contracts, represents the entire understanding, and constitutes the Parties' whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

22.2 The Parties confirm that:

22.2.1 in entering into this Agreement and the Associated Contracts they have not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement or the Associated Contracts; and

22.2.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement or the Associated Contracts are pursuant to this Agreement or such Associated Contracts, and without limitation, neither Party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, or in, this Agreement) in relation to any such representation, warranty, assurance, covenant, indemnity, undertaking or commitment.

23. CONFLICTS OF INTEREST

23.1 The Authority and the Contractor agree that it is a fundamental principle of this Agreement that the Contractor and the Contractor Related Parties and COI Associates shall avoid or manage conflicts of interest in the manner set out in Schedule F (COI).

23.2 The Contractor agrees that it shall, and it shall procure that the Contractor Related Parties and COI Associates shall, adopt and comply with the COI Compliance Regime and, without in any way derogating from the obligations set out elsewhere in this Agreement (including Clause 67 (*Confidentiality*)), deal with all Commercially Confidential Information in accordance with the terms of such COI Compliance Regime.

23.3 During the Term (and for a further six (6) Months after the Expiry Date or Termination Date (as applicable)) the Contractor shall promptly give notice to the Authority of any intention of the Contractor or a COI Associate to bid for or enter into a DE&S Contract and Schedule F (COI) shall apply.

23.4 Without prejudice to Clause 23.2, the Contractor shall ensure that prior to entering into a Sub-contract:

23.4.1 the COI Compliance Regime shall be amended to reflect any requirements of the Authority to manage conflicts of interest that may exist in relation to the Subcontractor and its associates in a manner satisfactory to the Authority (acting reasonably); and

23.4.2 the Sub-contractor shall enter into a Compliance Agreement either as a separate agreement or within the terms of the relevant Sub-contract.

23.5 The Authority may impose conditions, including, if appropriate, a prohibition from bidding, in relation to any bid, or proposed bid, by the Contractor or any COI Associate for a contract with the Authority which is a DE&S Contract, where the Authority (acting reasonably) considers that there could be a conflict of interest which the Authority does not consider the arrangements in Schedule F (COI) are sufficient to manage.

24. PROHIBITED ACTS

24.1 The Contractor shall not commit a Prohibited Act and shall procure that the Contractor Related Parties shall not commit a Prohibited Act.

24.2 If a Prohibited Act is committed by the Contractor or a Contractor Related Party (with or without the knowledge or authority of the Contractor) in relation to this Agreement or any other contract with the Crown, the Authority shall be entitled (in its discretion) to do any one or more of the following:

24.2.1 terminate the Agreement under Clause 50 (Early Termination) as a Contractor Event of Default;

24.2.2 recover from the Contractor the amount or value of any such gift, consideration or commission;

24.2.3 recover from the Contractor:

(A) the amount of any Loss resulting from a termination under Clause 50 (Early Termination) as a Contractor Event of Default; or

(B) any other Loss sustained in consequence of any breach of this Clause 24, where the Agreement has not been terminated, or

24.2.4 if a Prohibited Act is committed by a Contractor Related Party, to require the Contractor to terminate its relationship with that Contractor Related Party (save as in respect of an employee, where (without prejudice to the Authority's right to remove the employee pursuant to Schedule H (Liability for Engaged Personnel) such action shall be at the discretion of the Contractor (or the employee's employer, if different) and shall be carried out in accordance with the Contractor's (or the employer's) normal disciplinary procedures) and procure the performance of any affected part of the Agreement by another person.

24.3 In exercising its rights or remedies under this Clause 24, the Authority shall:

24.3.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the Prohibited Act; and

24.3.2 give all due consideration, where appropriate, to action other than termination of the Agreement, including requesting that the Contractor consider (or procures that the relevant employer considers) taking disciplinary action against an employee where the Prohibited Act is that of such employee.

24.4 Promptly, upon becoming aware of any Prohibited Act having been committed (or of a reasonable suspicion that a Prohibited Act has been or will be committed) by the Contractor or by a Contractor Related Party, the Contractor shall notify the Authority of such act or suspicion.

PART II – PARTIES' RIGHTS AND OBLIGATIONS

25. OBLIGATIONS OF THE AUTHORITY

25.1 Compliance with Law

25.1.1 The Authority shall comply with all Applicable Laws in the performance of its obligations under this Agreement.

25.2 Obligations of the Authority in relation to Engaged Personnel

25.2.1 The Authority shall comply with its obligations in relation to Engaged Personnel as set out in Schedule H (Liability for Engaged Personnel).

26. OBLIGATIONS OF THE CONTRACTOR

26.1 Obligations of the Contractor

26.1.1 The Contractor shall provide Engaged Personnel to the Authority in accordance with Schedule A (Schedule and Statement of Requirements), Schedule C (Contract Management and Tasking) and Schedule H (Liability for Engaged Personnel).

26.1.2 The Contractor shall provide Engaged Personnel to the Authority in accordance with Schedule A (Schedule and Statement of Requirements), Schedule C (Contract Management and Tasking), Schedule D (Dispute Resolution Procedure) and Schedule H (Liability for Engaged Personnel).

26.2 Obligations of the Contractor

26.2.1 The Contractor shall provide Engaged Personnel to the Authority in accordance with Schedule A (Schedule and Statement of Requirements), Schedule C (Contract Management and Tasking).

26.3 Standards of Performance

26.3.1 The Contractor shall (and shall procure that the Contractor Related Parties) perform the Services:

- (A) in compliance with all Applicable Laws;
- (B) in compliance with Good Industry Practice;
- (C) in compliance with the Authority's health and safety policies (as updated from time to time);
- (D) in a manner designed to ensure that all arrangements meet all standards, specifications and requirements as may be set out in the Authority's current Departmental policy (as updated from time to time);
- (E) without limiting Clause 26.3.1.D, in a manner that is consistent with the Authority discharging its functions and statutory duties and that would reasonably be expected not to lower the reputation of the Authority in the eyes of any Third Party, including (without limiting Clause 45.2 (Tax Non-compliance)) in relation to any taxation matter;

- (F) in compliance with the relevant Approved Tasking Order;
- (G) exhibiting the values and standards set out in "Civil Service values and standards of behaviour", available online first published 30 November 2010, and as further updated from time to time;
- (H) in compliance with the "DE&S Way", available on the internet and as updated from time to time;
- (I) in compliance with the COI Compliance Regime.

27. ACCEPTANCE OF CONTRACTOR DELIVERABLES

27.1 Subject to Clause 27.2, acceptance of a Contractor Deliverables occurs at the time and in accordance with the procedure specified in the Approved Tasking Order or, if none is so specified:

27.1.1 where the Approved Tasking Order specifies a time limit within which to reject, that time has elapsed, or;

27.1.2 where the Approved Tasking Order specifies no time limit within which to reject, and a reasonable time has elapsed since delivery has occurred in accordance with Clause 29; or

27.1.3 when it has been delivered and the Authority does any act in relation to it which is inconsistent with the Contractor's ownership.

27.2 The Authority shall not have accepted a Contractor Deliverables:

27.2.1 merely because the Authority asks for, or agrees to, rework of a Contractor Deliverables under an arrangement with the Contractor; or

27.2.2 unless otherwise specified in the Approved Tasking Order, merely because the Contractor Deliverables has been delivered to a third party.

27.3 Unless otherwise specified in the Approved Tasking Order, the Authority shall not be deemed to have accepted a Contractor Deliverables unless it has had a reasonable opportunity to examine the Contractor Deliverables after delivery for the purpose of ascertaining whether it is in conformity with the Approved Tasking Order.

27.4 Acceptance shall be governed by this Clause to the exclusion of any common law or Statutory provision relating to acceptance of goods.

27.5 Where software is to be supplied as a requirement of the Approved Tasking Order it will be subject to the provisions of this Clause as if it were a Contractor Deliverable.

28. REJECTION OF CONTRACTOR DELIVERABLES

28.1 Prior to acceptance by the Authority in accordance with Clause 27 (*Acceptance of Contractor Deliverables*), the Authority may reject any Contractor Deliverable (whether or not after inspection) which does not conform with the requirements of the Approved Tasking Order.

- 28.2 Subject to Clause 28.5, the Contractor shall at their own expense and within ten (10) Business Days of being notified of the rejection remove any Contractor Deliverable which the Authority has rejected.
- 28.3 If the Contractor fails to remove the rejected Contractor Deliverable in accordance with Clause 28.2, the Authority may return it to the Contractor at the Contractor's risk and expense.
- 28.4 The Contractor shall at their own expense and within the contractual period for delivery, or within such further reasonable period as the Authority may allow, supply Contractor Deliverables that conform with the requirements of the Agreement.
- 28.5 The Contractor may object in writing to a notification of rejection by the Authority within the period specified at Clause 28.2. If the objection is not resolved within a reasonable time, it shall be treated as a dispute within the meaning of Clause 53 (Dispute Resolution Procedure), as applicable. Unless otherwise agreed the Contractor shall not remove the Contractor Deliverables which are the subject of the rejection notice unless and until the objection or dispute has been resolved in favour of the Authority.

29. DELIVERY OF CONTRACTOR DELIVERABLES

- 29.1 The Contractor shall deliver the Contractor Deliverables to the Authority in accordance with the terms of the Approved Tasking Order.
- 29.2 Unless otherwise agreed, delivery of Contractor Deliverables shall occur upon the Contractor Deliverable being handed over by the Contractor to the Task Order Delivery Manager (or their delegate).
- 29.3 Unless otherwise agreed, the property in the Contractor Deliverables shall pass from the Contractor to the Authority upon delivery in accordance with this Clause.
- 29.4 Until delivery, the risk of loss or damage to the Contractor Deliverables shall remain with the Contractor.
- 29.5 Where, after delivery, a Contractor Deliverable is rejected by the Authority in accordance with Clause 28 (*Rejection of Contractor Deliverables*), that Contractor Deliverable shall, for the purposes of the Agreement, be considered as not having been delivered under the Agreement and the property in that Contractor Deliverable shall return to the Contractor unless a notice has been issued to the Authority in accordance with Clause 53 (Dispute Resolution Procedure).

30. UK IMPORT AND EXPORT LICENCES (DEFCON 528)

- 30.1 If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

30.2 Obtaining a Licence or authorisation from a foreign government – Contractor obligations

30.2.1 When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

- (A) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (2) the end use as: For the Purposes of HM Government; and
- (B) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

30.3 If the Contractor or any sub-contractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that sub-contractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Articles, components of Articles and software.

30.4 Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

30.5 During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

- 30.5.1 the Contractor shall, or procure that the Contractor's sub-contractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within 5 working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
- 30.5.2 the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- 30.6 Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- 30.7 Where the Authority invokes Clause 5 (Appointment and Liability) or 6 (Non-Exclusive Agreement) the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- 30.8 Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- 30.9 **Obtaining A Licence Or Authorisation From A Foreign Government – Authority Obligations** Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- 30.9.2 The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- 30.10 Contractor Obligation To Provide Information**
- 30.10.1 The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
- (A) a non-UK export licence, authorisation or exemption; or
 - (B) any other related transfer or export control,
 - (C) That imposes or will impose end use, end user or re-transfer or reexport restrictions, or restrictions on disclosure to individuals based

upon their nationality. This does not include the intellectual property-specific restrictions of the type referred to in Clause 66 (Data Protection).

- 30.11 If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 30.1 or Clause 30.2, it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than 30 calendar days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than 30 calendar days prior to delivery of the Contractor Deliverables.
- 30.12 If the information to be provided under Clause 30.2 has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 30.12.
- 30.13 During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 12 (Notices) or 13 (Representatives) of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- 30.14 For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 12 (Notices) or 13 (Representatives) of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- 30.15 Where following receipt of materiel from a sub-contractor or any of its other suppliers restrictions are notified to the Contractor by that sub-contractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 5 Business Days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 10 Business Days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- 30.16 If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Clause 17 (Variation) or as otherwise may be provided by the Contract or to terminate the Contract. Except as set out in Clause 30.18, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

30.17 In the event that the restrictions notified to the Authority pursuant to Clause 30.12 were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to Clause 30.14 or Clause 30.16 were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 30.12, termination under Clause 30.17 will be in accordance with Clause 51 (Consequences of Termination or Expiry) and the provisions of Clause 30.20 will not apply.

30.18 Authority obligation to provide information

30.18.1 The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as GFA. Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 30.11 above, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within 30 days of the date of knowledge and in any case not later than 30 days prior to the delivery of such materiel to the Contractor.

30.18.2 In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than 30 calendar days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

30.19 Where:

30.19.1 restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clause 30.19 or Clause 30.20 or both; or

30.19.2 any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate,

30.19.3 the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of Clause or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Clause 51 (Consequences of Termination or Expiry) as appropriate and as referenced in the Contract.

30.20 Interim Position

30.20.1 Pending agreement of any amendment of the Contract as set out in Clause 30.17 or 30.21, provided the Contractor takes such steps as are reasonable to mitigate the impact the Contractor shall be relieved from its obligations to perform those

elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information, 5 Business Days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

31. SUB-CONTRACTS

31.1 Approval of Sub-contracts

31.1.1 Other than in relation to an Approved Sub-contract, the Contractor shall not enter into a Sub-contract without the prior written approval of the Authority.

31.1.2 Where the Authority consents to entry into a Sub-contract, the Contractor shall:

(A) ensure such Sub-contract contains:

1. a term which requires payment to be made to the Sub-contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the Sub-contract requirements;
2. a provision requiring compliance with a Compliance Agreement drawn up in accordance with Clause 23.4.2 (either as a separate agreement or within the terms of the relevant Sub-contract);
3. provisions equivalent to those set out in Part XII (Security);
4. a requirement that where any GFA is used under a Sub-contract, reasonable access shall be provided to the Authority for inspection of the GFA;
5. a clause requiring the Sub-contractor to comply with Schedule B (Contractor Governance and Management) unless the Authority agrees otherwise;
6. a restriction on further sub-contracting to any tier without the prior written consent of the Authority (such consent to be given, withheld or made subject to any conditions the Authority may require);
7. a provision requiring information equivalent to that provided under Clause 31.1.4 to be provided to the Authority where requested;
8. in the case of a Sub-contract with a member of the Contractor Group, a clause entitling the Contractor to terminate the Sub-contract with immediate effect by written notice to the Sub-contractor (such notice to take effect on the date of receipt by the Sub-contractor) if there is a change of control of the Sub-contractor that is required to be notified to the Authority pursuant to Clause 8 (Change of Control of the Contractor and Change in COI Associates); and
9. a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce its rights under that further sub-contract; and

(B) ensure that the COI Management Process is updated and agreed with the Authority to deal with the Authority to deal with any matters that the

Authority considers are required as a result of the Contractor's entry into Sub-contract.

31.1.3 Any sub-contracting by the Contractor shall be without prejudice to its obligations to the Authority under this Agreement.

31.1.4 Where the Contractor proposes to enter into a Sub-contract or the Sub-contract is proposed to be further sub-contracted, it shall submit to the Authority:

- (A) the name of the proposed Sub-contractor;
- (B) a statement of the services to be provided;
- (C) the material terms of the proposed Sub-contract; and
- (D) any other details known to the Contractor which the Authority shall reasonably require.

31.1.5 The Parties agree and acknowledge that the Authority may withhold its approval in relation to any proposed Sub-contract and any further subcontracting of any tier (or make any such approval subject to any conditions it may require) in its absolute discretion.

31.2 Termination or amendment of Sub-contracts

31.2.1 The Contractor shall keep the Authority informed of any circumstance relating to a Sub-contract (or any further sub-contract of any tier to that Sub-contract) which may cause the Contractor to contravene its obligations under this Agreement and, without prejudice to its rights under Schedule F (COI), the Authority may require that the relevant Sub-contract is terminated or amended in such circumstances (but the Authority shall have no liability to the Contractor or Sub-contractor for any payment required in connection with any such termination or amendment).

31.2.2 The Contractor shall notify the Authority as soon as reasonably practicable after:

- (A) a Sub-contract is terminated or otherwise determined;
- (B) the material terms of a Sub-contract are amended; or
- (C) it becomes aware that it is reasonably likely that a Sub-contract will be terminated or otherwise determined or amended, and following such notification, the Contractor shall, as soon as reasonably practicable, provide details of its proposals to maintain its capability to perform its obligations under this Agreement.

PART III – FINANCIAL INSPECTION AND REVIEW

32. OPEN BOOK ACCOUNTING AND FINANCIAL MANAGEMENT INFORMATION

32.1 Open Book Accounting

32.1.1 The Contractor shall at all times maintain (and make available to the Authority on request) records of the salary and other costs that have been taken into account in calculating the Fees at all times during the Term and the time incurred by all Engaged Personnel in connection with the provisions of the Services.

32.2 Financial Management Information

32.2.1 The Contractor shall maintain the financial management information (which for the purposes of this Agreement shall mean the value of work completed at a given point in time), and shall report it to the Authority in accordance with Schedule C (Contract Management and Tasking). The obligation to report under Schedule C (Contract Management and Tasking) shall be without prejudice to any additional or alternative reporting obligation under this Agreement.

33. REGULARITY AND PROPRIETY

33.1 Inspection and Review

33.1.1 The Contractor shall implement systems and processes for performance reporting and for reviewing its compliance with this Agreement.

33.1.2 The Contractor shall provide such reports as are required under this Agreement, including in Schedule C (Contract Management and Tasking).

33.2 Retention of Records

33.2.1 The Contractor shall retain all information and records required for the purposes of this Agreement for a period of six (6) Years after the Expiry Date or Termination Date (as applicable), or such longer period as may be required by Applicable Laws, in such condition, format and detail as is adequate for their intended purpose, or as required by the Authority.

33.3 Authority Review

33.3.1 The Authority may nominate representatives including from its Cost Accounting and Assurance Service and external advisors ("**Review Representatives**") to undertake, at any time or frequency, financial and management reviews in relation to the Agreement involving:

33.3.2 inspection, review, periodic monitoring or spot checks of the Contractor's activities and costs incurred in connection with this Agreement or the Services and any information required to be kept by the Contractor in connection with this Agreement;

33.3.3 reviews of the Contractor's compliance with its internal procedures, quality management systems, procedures required by Applicable Laws and any operating procedures, policies or standards ancillary to, or used in part connection or accordance with the same; and

33.3.4 the copying and collation of any information held in electronic or paper form.

33.4 Co-operation

33.4.1 The Contractor shall (and shall procure that the Contractor Related Parties shall) promptly provide the Review Representatives with all reasonable assistance and co-operation, including:

- (A) ensuring Review Representatives have access to the Contractor's sites and allowing the Review Representatives use of suitable office accommodation if reasonably required in relation to any inspection, review, periodic monitoring, or spot check under Clause 33.3 (Authority Review); and
- (B) making any documents and records available (including those maintained under Clause 32 (Open Book Accounting and Financial Management Information) and this Clause 33 (Regularity and Propriety) to Review Representatives for inspection, providing a reasonable number of copies of any documents or records requested to Review Representatives or granting copying facilities to Review Representatives for the purposes of making such copies.

33.4.2 To the extent that the Review Representatives require access to a site, document or record that does not belong to the Contractor, the Contractor shall use all reasonable endeavours to provide such access.

33.5 Review Findings and Corrective Action

33.5.1 The Contractor shall be entitled to receive a copy of the Authority's findings once completed in relation to any review carried out in accordance with Clause 33.3 (Authority Review), subject to any redaction considered necessary or desirable by the Authority.

33.5.2 Within fifteen (15) Business Days of the Contractor's receipt of the review findings, the Parties shall meet to discuss the review findings and in particular any areas identified in the review findings as requiring corrective action ("Corrective Action") (such meeting being the "Review Close-Out Meeting").

33.5.3 At such Review Close-Out Meeting, the Contractor shall have the opportunity to demonstrate to the reasonable satisfaction of the Authority that some or all of the relevant review findings are incorrect.

33.5.4 If at the Review Close-Out Meeting, the Authority considers that certain Corrective Action is required, the Contractor shall within five (5) Business Days of the Review Close-Out Meeting (or such other date as agreed between the Parties) either:

- (A) carry out the Corrective Action; or
- (B) propose to the Authority a plan for carrying out the Corrective Action.

33.5.5 Where the Contractor proposes a plan for the Corrective Action in accordance with Clause 33.5.4(B), the Authority shall have ten (10) Business Days to notify the Contractor whether it accepts such proposed plan for the Corrective Action (such acceptance not to be unreasonably withheld).

33.5.6 Failure of the Authority to provide such notification in accordance with Clause 33.5.5 shall constitute deemed acceptance by the Authority.

33.5.7 Where the Authority notifies the Contractor in accordance with Clause 33.5.5 that it does not accept the plan for Corrective Action, the Parties shall endeavour within the following ten (10) Business Days to agree any necessary amendments to the plan for the Corrective Action.

33.5.8 In the absence of agreement within such ten (10) Business Days period, the question of whether or not the Authority's withholding of acceptance is reasonable may be referred by either Party to be resolved in accordance with Clause 53 (Dispute Resolution Procedure) and Schedule D (Dispute Resolution Procedure).

33.6 Security Systems

33.6.1 The Contractor shall ensure that appropriate security systems are in place to prevent unauthorised access to, extraction of or alteration to, or destruction of, data during any review undertaken pursuant to Clause 33.3 (Authority Review).

33.7 Records of Review Findings

33.7.1 The Contractor shall maintain records containing the findings of any reviews made under this Part IV (Financial Inspection and Review) in accordance with Clause 33.2 (Retention of Records).

33.8 Contractor's Obligations Persist

33.8.1 The Contractor shall not be excused from performance of any aspect of its obligations under the Agreement for any period of time during which the Authority is exercising its rights under this Clause 33 (Regularity and Propriety).

33.9 Confidentiality

33.9.1 The Parties obligations under this Clause 33 (Regularity and Propriety) shall be subject to the obligations set out in Part XII (Security), Clause 66 (Data Protection) and Clause 67 (Confidentiality).

PART IV- CONTRACT MANAGEMENT

34. CONTRACTOR RELATED PARTY GOVERNANCE

34.1 The Contractor shall and shall procure that each member of the Contractor Group shall comply with Schedule B (Contractor Governance and Management).

35. CONTRACT MANAGEMENT AND TASKING

35.1 The Parties shall comply with the provisions of Schedule C (Contract Management and Tasking).

36. MONTHLY CONTRACT REVIEWS

36.1 The ADT Commercial Lead and the Contractor's Representative shall hold a meeting on a Monthly basis ("Contract Management Meetings"). If requested by the ADT Commercial Lead from time to time, the Contractor's Representative shall ensure that the other Contractor Delivery Team Personnel are in attendance at Contract Management Meetings.

36.2 The ADT Commercial Lead shall have the right, in its sole discretion, to demand more frequent Contract Management Meetings, provided only that it gives the Contractor's Representative reasonable notice.

36.3 All Contract Management Meetings will be held at a location to be agreed between the ADT Commercial Lead and the Contractor's Representative, acting reasonably.

36.4 The Contractor's Representative shall (unless the Authority agrees otherwise) five (5) Business Days prior to each Contract Management Meeting, provide to the ADT Commercial Lead:

36.4.1 a report summarising its performance over the previous Month (including the performance of the Contractor in meeting KPIs);

36.4.2 the Monthly Fees Report when required in accordance with Schedule E (Payment Management).

36.5 The Contractor's Representative and the ADT Commercial Lead shall each update the other on any issues in relation to which they may reasonably wish to be informed, including:

36.5.1 details of Task Order Forms received and progress in filling such Task Order Forms;

36.5.2 progress in meeting relevant Milestones;

36.5.3 any Quality and Performance Issues; and

36.5.4 progress in meeting KPIs.

- 36.6 The Contract Management Meetings shall be chaired by the ADT Commercial Lead (or any other person nominated by the Authority) and secretarial support shall be provided by the Contractor.
- 36.7 Unless otherwise stated the Contractor shall be responsible for taking the minutes of the meeting. These minutes will be forwarded in draft form to the ADT Commercial Lead for his review and comments prior to the final version being issued.

PART V– ASSET MANAGEMENT

37. GOVERNMENT FURNISHED ASSETS AND CONTRACTOR ASSETS 37.1

Government Furnished Assets

- 37.1.1 The Authority shall use reasonable endeavours, on and from the Agreement Commencement Date, to provide, Government Furnished Facilities ("GFF"), Government Furnished Equipment ("GFE"), and Government Furnished Information ("GFI"), together the "Government Furnished Assets" or "GFA" in accordance with the listing within Schedule P (GFA).
- 37.1.2 Where the Contractor requires that the Authority provide any further GFA, it shall give the Authority a minimum of twelve (12) weeks' notice with full details of the request. The Authority shall use reasonable endeavours to meet the additional requirements, but will be under no obligation to do so. If the requirement can be satisfied from the Authority's existing resources the appropriate terms shall be negotiated (including the type of loan, dates, rate cards and cost). The register of GFA set out within Schedule P (GFA) will accordingly be updated from time to time to reflect the revised GFA requirements. All requests for GFA must be directed to the ADT Commercial Lead unless advised otherwise.
- 37.1.3 The Authority shall have no liability to the Contractor if, when the GFAs are made available or offered to be made available on the agreed date, the Contractor fails to make use of them.
- 37.1.4 If the Authority incurs nugatory expense which can be shown to be a direct result of actions at Clause 37.1.3 the Authority reserves the right to make appropriate recovery from the Contractor with such recovery based on the appropriate reduction negotiated and agreed when providing the further GFA under Clause 37.1.2.
- 37.1.5 The Contractor shall comply with the instructions of the Authority regarding any GFA issued to it for the purpose of the Agreement and shall be responsible for the safe custody of the GFA while in its possession or the possession of a Contractor Related Party. The Contractor shall observe any accounting instructions issued to it by the Authority (see also DEF STAN 05-099).
- 37.1.6 The Contractor shall not modify any GFA without the prior written agreement of the Authority. If the Contractor has any doubt about the suitability of any item, or has proposals for design changes, the Contractor shall promptly advise the Authority accordingly. The Contractor shall ensure that the design of the installation using GFA is in accordance with the specific requirements of such GFA.
- 37.1.7 Acceptance of all GFA shall take place through usage of the property and the Contractor shall notify the Authority of any defects or deficiencies that are discovered during usage.

37.1.8 If either Party identifies that delivery of GFA may be delayed, the Parties shall work together to identify alternative solutions to mitigate the impact of any delay. If agreement is not reached and the GFA are subsequently delivered late, and such late delivery impacts upon the delivery of any Approved Tasking Order against agreed Milestones or Personnel being able to perform the Services under a Tasking Order:

- (A) the timeframes required for the delivery of such Approved Tasking Order shall be extended by the number of Business Days of the delay;
- (B) the Contractor shall be entitled to payment on the basis of the Rate Cards applicable for an Approved Tasking Order for the number of Business Days of the delay; and
- (C) no additional amount shall be payable by way of compensation for any costs or expenses or losses suffered or incurred by the Contractor in respect of the delay.

37.1.9 The Contractor shall use reasonable endeavours to minimise any impact on its performance and minimise additional costs payable under Clause 37.1.8 (B).

37.1.10 The Contractor shall take such steps as may be reasonably necessary to ensure that it has brought to the attention of all Sub-contractors and any other persons dealing with any GFA that the Authority is the owner of the GFA. The Contractor shall notify the Authority of any attempts by a Third Party to secure a lien or rights of a similar kind on any GFA. The Contractor shall concurrently notify the Third Party that the Authority is the owner of the GFA.

37.1.11 The cost of maintenance and calibration of all GFAs shall be included within the Fee. The Contractor shall not be responsible for periodic servicing required or for repairs which are not due to the acts or omissions of the Contractor or the Contractor Related Parties.

37.1.12 The Contractor shall provide reasonable access to any GFA issued under the Agreement for inspection by the Authority.

37.1.13 The Contractor shall return any GFA in accordance with the dates and requirements set out within Schedule P (GFA) or as set out in the Approved Tasking Order (as applicable). If the Contractor fails to return any GFA within two (2) Business Days of the required date, the Authority may withhold a sum from the final payment due under the Approved Tasking Order equivalent to the value of such GFA until it has been returned.

37.1.14 This Clause 37 (Government Furnished Assets) is without prejudice to the Contractor's obligations under Clause 62 (Protection of Information).

37.1.15 The Contractor shall:

- (A) observe the terms and conditions required by the Authority from time to time regarding any GFA made available to the Contractor; and
- (B) without limiting Clause 37.1.13, be responsible for the safe custody and due return of the GFA and shall be responsible for all loss or damage thereto until re-delivered to the Authority or disposed of in accordance with the Authority's instructions.

PART VI – ENGAGED PERSONNEL MATTERS

38. NON-DISCRIMINATION AND EQUALITY

- 38.1 In connection with the Agreement and the Services, the Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.
- 38.2 Without prejudice to the generality of the obligation in Clause 38.1, in connection with the Agreement and the Services, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or any other relevant or equivalent legislation in any country where the Agreement or Services are performed.

39. ENGAGED PERSONNEL

- 39.1 The Contractor shall comply with its obligations in relation to Engaged Personnel in Schedule H (Liability For Engaged Personnel)
- 39.2 The Contractor shall:
- 39.2.1 mobilise the Personnel under the Initial Approved Tasking Order in accordance with the time frames identified in the Initial Approved Tasking Order;
 - 39.2.2 mobilise all other Personnel under an Approved Tasking Order in accordance with the timescale identified in the relevant Approved Tasking Order, which shall be no longer than the period identified in Schedule A (Schedule and Statement of Requirements);
 - 39.2.3 demobilise the Personnel in accordance with the timeframes agreed in the relevant Approved Tasking Order; and
 - 39.2.4 fulfil its obligations under the Continuous Service Delivery Improvement Plan.

40. KEY PERSONNEL

- 40.1 The Contractor shall appoint the people identified as Key Personnel to those roles.
- 40.2 The Contractor acknowledges that the Key Personnel are essential to the proper performance of this Agreement to the Authority. The Contractor may propose a change in the identity of the Key Personnel and may suggest a replacement that is as, or more, qualified, experienced and competent as the previous incumbent of such role and fully competent to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced. The Contractor shall ensure that a suitably detailed handover is performed.
- 40.3 The Authority may refuse any change to the Key Personnel in its sole discretion.
- 40.4 On and from the Agreement Commencement Date, the Key Personnel shall hold BPSS clearance. Within one (1) week of the Agreement Commencement Date, the Contractor must demonstrate that such Key Personnel has submitted its paperwork to obtain SC security clearance.

40.5 The Contractor shall ensure that prior to being appointed each member of the Key Personnel has:

40.5.1 successfully completed all Contractor-required mandatory training;

40.5.2 successfully completed all Authority-required mandatory training as follows: Basic Fire Awareness, Business Continuity, Display Screen Equipment, Equality and Diversity Essentials, Unconscious Bias, Defence Information Management Passport, General Security Threat Brief run by site/TLB, Office Safety, Counter Fraud and Bribery, DE&S Ways –Overview , Working in a Balanced Matrix, DE&S Ways of Working and Functional Induction and that the Key Personnel completes any additional training required by the Authority from time to time; and

40.5.3 signed and returned to the ADT Commercial Lead a Letter of Placement.

40.6 The Contractor shall ensure that:

40.6.1 each Key Personnel (including their approved replacements) remains in that role for a period of 12 Months, on a semi-permanent basis (3 or 4 days per week);

40.6.2 there is a two (2) week handover period to the replacement Key Personnel;

40.6.3 any replacement of Key Personnel is staggered and ensures that there is continuity of, and no detrimental effect on, the Services, or otherwise on the performance of this Agreement.

41. NON-SOLICITATION

41.1 Between the Agreement Commencement Date and the expiry or termination (howsoever caused) of this Agreement (the date of such expiry or termination being the "Relevant Date"), the Contractor covenants with the Authority that it shall not, and shall procure that no member of the Contractor Group nor any Sub-contractor shall, unless it has obtained the prior written consent of the Authority, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Authority any person:

41.1.1 who is, and was, on the first date on which the attempt to solicit or entice away occurs (the "Solicitation Date"):

- (A) directly or indirectly employed or engaged by the Authority across Functions (including commercial, finance, project management etc) capacity at Success Profile Level Administrator Specialist or above; or
- (B) whose departure from the Authority would be reasonably likely to have a material adverse effect on the Authority's operations; and

41.1.2 with whom at any time during the twelve (12) months prior to the Solicitation Date the Contractor or the applicable member of the Contractor Group or any Sub-contractor had a material amount of contact; or

- 41.1.3 in respect of whom the Contractor or the applicable member of the Contractor Group or any Sub-contractor possessed a material amount of Commercially Confidential Information as at the Solicitation Date, with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his or her contract of employment or engagement by reason of leaving).
- 41.2 Between the Relevant Date and the expiration of two (2) years from the Relevant Date, the Contractor covenants with the Authority that it shall not, and shall procure that no member of the Contractor Group nor Sub-contractor shall, unless it has obtained the prior written consent of the Authority, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Authority any person:
- 41.2.1 who is, and was, immediately prior to the Relevant Date:
- (A) directly or indirectly employed or engaged by the Authority in a commercial, finance, procurement, programme and project management, integrated logistics or engineering capacity at Role Profile Level Standard Senior Administrator Specialist or above; or
 - (B) whose departure from the Authority would be reasonably likely to have a material adverse effect on the Authority's operations; and
- 41.2.2 with whom at any time during the twelve (12) months prior to the Relevant Date the Contractor or applicable member of the Contractor Group or any Sub-contractor had a material amount of contact; or
- 41.2.3 in respect of whom the Contractor or the applicable member of the Contractor Group or any Sub-contractor possessed a material amount of Commercially Confidential Information as at the Relevant Date, with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his or her contract of employment or engagement by reason of leaving).
- 41.3 Notwithstanding Clauses 41.1 and 41.2, any recruitment of any person by the Contractor or a member of the Contractor Group or any Sub-contractor as a result of that person independently responding to any general recruitment advertisement by the Contractor or a member of the Contractor Group or any Sub-contractor in general or specialist publications shall not constitute a breach of this Agreement.
- 41.4 In the event that any person directly or indirectly employed or engaged by the Authority and subject to the restriction in Clause 41.1 is recruited in accordance with Clause 41.3, the Contractor shall not be permitted to employ such person as a Member of Engaged Personnel without the Authority's prior written consent.
- 41.5 The Authority shall not until after the cessation of the involvement of a Relevant Personnel in the performance of the Services, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Contractor or any Contractor Related Party or Sub-Contractor, any Relevant Personnel for Relevant Employment. In this Clause:

41.5.1 "Relevant Personnel" means individual Personnel who were introduced to the Authority in the course of or in connection with the Services; and,

41.5.2 "Relevant Employment" means employment for Relevant Personnel to discharge the type of role or function for the Authority as they performed in relation to the Services.

41.6 Notwithstanding Clause 41.5, any recruitment of any person by the Authority as a result of that person independently responding to any general recruitment advertisement by the Authority in general or specialist publications shall not constitute a breach of this Agreement.

42. TRANSFER REGULATIONS

42.1 The Parties agree that it is the intention of the Parties on and from the Agreement Commencement Date, and at all times during the provision of the Services, that the Transfer Regulations shall not apply in such a way so as to transfer the employment (or any associated or related liabilities) of any:

42.1.1 employee of the Authority or of any contractor or sub-contractor of the Authority (other than any member of the Contractor Group or any Sub-Contractor) to any member of the Contractor Group; or

42.1.2 employee of any member of the Contractor Group or any Sub-Contractor to the Authority, in connection with the commencement or provision of the Services.

42.2 If the contract of employment (or any associated or related liabilities) of any Non-Transferring Employee, is by reason of the Transfer Regulations, found or alleged to have effect as if originally made with any member of the Contractor Group or any Sub-Contractor (a "Commencement Transfer Allegation"), then:

42.2.1 promptly upon becoming aware of any Commencement Transfer Allegation (including the threat of any Commencement Transfer Allegation) (and in any event within five (5) Business Days of becoming so aware) the applicable Party shall notify the other in writing (and, in the case of the Contractor, any such awareness of any member of the Contractor Group or of any Sub-Contractor shall be imputed to the Contractor);

42.2.2 the Contractor shall, and shall procure that the relevant other member of the Contractor Group or Sub-Contractor, shall keep the Authority informed of all material developments in relation to the relevant Commencement Transfer Allegation and relevant Non-Transferring Employee;

42.2.3 the Authority may (or may procure that a third party may), within five (5) Business Days of the notification made pursuant to Clause 42.2.1, offer employment to such Non-Transferring Employee;

42.2.4 if such offer is accepted (or if the situation has otherwise been resolved by the Authority to the satisfaction of the Contractor or Sub-Contractor), the Contractor shall, and shall procure that the relevant member of the Contractor Group or Sub-Contractor shall, immediately release the Non-Transferring Employee from their employment;

- 42.2.5 if after the five (5) Business Day period described at Clause 42.2.3 has elapsed, no such offer of employment has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Contractor, the relevant member of the Contractor Group or the Sub-Contractor (as applicable) may within ten (10) Business Days give notice to terminate the employment of such Non-Transferring Employee;
- 42.2.6 other than where Clauses 42.2.3, 42.2.4 or 42.2.5 apply, the Contractor shall, and shall procure that the relevant other member of the Contractor Group or Sub-Contractor, shall consult with and follow the reasonable instructions of the Authority in relation to all matters connected with the Commencement Transfer Allegation and the Non-Transferring Employee and take any and all such action as the Authority may reasonably direct in relation to the Commencement Transfer Allegation and the Non-Transferring Employee, including commencing, conducting, defending, resisting, settling, compromising or appealing against any proceedings or terminating the employment of the Non-Transferring Employee;
- 42.2.7 and subject to the applicable member of Contractor Group and any Sub-Contractors complying with Clauses 42.2.1 to 42.2.6 above, the Authority shall indemnify the Contractor fully (for itself and on behalf of each other member of the Contractor Group and any Sub-Contractor) against any and all Loss incurred by any member of the Contractor Group or any Sub-Contractor arising out of or in connection with the Commencement Transfer Allegation (including any costs associated with employing or terminating the employment of any Non-Transferring Employee), save that such indemnity shall not apply:
- 42.2.8 to any and all Loss directly or indirectly attributable to any act or omission of any member of the Contractor Group or any Sub-Contractor that contravenes Clause 42.2.6;
- 42.2.9 to any final determination by an employment tribunal or Court of discrimination including sex, race, disability, gender reassignment, pregnancy and maternity, sexual orientation, religion or belief or age discrimination in relation to any alleged act or omission of any member of the Contractor Group or any Sub-Contractor;
- 42.2.10 to any and all Loss that arises by reason of any improvement in the terms and conditions of employment of the relevant Non-Transferring Employee, where such improvement is authorised or implemented by any member of the Contractor Group or any Sub-Contractor without the prior written approval of the Authority;
- 42.2.11 in relation to Clause 42.2.5, in the event that the Contractor elects not to give notice to terminate the employment of such Non-Transferring Employee as described in that Clause; or
- 42.2.12 in circumstances where any member of the Contractor Group or any Sub-Contractor wishes to retain the relevant Non-Transferring Employee.

42.3 Subject to Clause 42.2 and Schedule N (Transfer Regulations), if, during and as a result of, the provision of the Services under this Agreement, the contract of employment (or any associated or related liabilities) of any person employed by any member of the Contractor Group or any Sub-Contractor is, by reason of the Transfer Regulations, found or alleged to have effect as if originally made with the Authority (a "Contractor Employee Transfer Allegation"), then:

42.3.1 promptly upon becoming aware of any Contractor Employee Transfer Allegation (including the threat of any Contractor Employee Transfer Allegation) (and in any event within five (5) Business Days of becoming so aware), the applicable Party shall notify the other Party in writing (and any such awareness of any other member of the Contractor Group or of any Sub-Contractor shall, for the purposes of this Clause 42.3.1, be imputed to the Contractor);

42.3.2 the Contractor shall (or shall procure that the relevant other member of the Contractor Group or applicable Sub-Contractor shall), as soon as reasonably practicable, either or both offer or confirm continued employment to such employee or take such other steps so as to effect a written withdrawal of the Contractor Employee Transfer Allegation;

42.3.3 if the Contractor Employee Transfer Allegation is not withdrawn or resolved, the Contractor shall notify the Authority, and the Authority may as soon as reasonably practicable and subject to compliance with its obligations at Clause 42.3.4(C), serve notice to terminate the employee's employment in accordance with his or her contract of employment; and

42.3.4 the Contractor shall indemnify the Authority fully against any and all Loss arising out of or in connection with any of the following liabilities incurred by the Authority in dealing with or disposing of the Contractor Employee Transfer Allegation:

- (A) any costs of employing the employee up to the date of dismissal where such employee has been dismissed in accordance with Clause 42.3.3;
- (B) any liabilities acquired by virtue of the Transfer Regulations in relation to the employee;
- (C) any liabilities relating to the termination of the 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 to act reasonably to mitigate the costs of dismissing such person;
 - 2. directly or indirectly to the procedure followed by the Authority in dismissing the employee; or
 - 3. to the acts or omissions of the Authority not wholly connected to the dismissal of that person;
- (D) any liabilities incurred under a settlement of the 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 in dealing with the employee's claim or allegation, subject to a cap per employee of £5,000; and
- (F) legal and other professional costs reasonably incurred.

42.4 The Authority shall be deemed to have waived its right to an indemnity under Clause 42.3.4 if it fails without reasonable cause to take any action in accordance with any of the timescales referred to in Clause 42.3 or in circumstances where the Authority agrees to retain the employee.

42.5 Subject to Clause 42.2 and Schedule N (Transfer Regulations), if, during and as a result of, the provision of the Services under this Agreement, the contract of employment (or any associated or related liabilities) of any person employed by the Authority is, by reason of the Transfer Regulations, found or alleged to have effect as if originally made with the Contractor, any other member of the Contractor Group or any Sub-Contractor (an "Authority Employee Transfer Allegation"), then:

42.5.1 promptly upon becoming aware of any Authority Employee Transfer Allegation (including the threat of any Authority Employee Transfer Allegation) (and in any event within five (5) Business Days of becoming so aware), the applicable Party shall notify the other Party in writing (and any such awareness of any other member of the Contractor Group or of any Sub-Contractor shall, for the purposes of this Clause 42.5, be imputed to the Contractor);

42.5.2 as soon as reasonably practicable, the Authority shall offer or confirm continued employment to such employee or take such other steps so as to effect a written withdrawal of the Authority Employee Transfer Allegation;

42.5.3 if the Authority Employee Transfer Allegation is not withdrawn or resolved, the Authority shall notify the Contractor, and the Contractor (or the applicable member of the Contractor Group or the applicable Sub-Contractor) may as soon as reasonably practicable and subject to compliance with its obligations at Clause 42.5.4(C), serve notice to terminate the employee's employment in accordance with his or her contract of employment; and

42.5.4 the Authority shall indemnify the Contractor (for itself and on behalf of the applicable other member of the Contractor Group or the applicable Sub-Contractor) fully against any and all Loss arising out of or in connection with any of the following liabilities incurred by the applicable member of the Contractor Group or the applicable Sub-Contractor in dealing with or disposing of the Authority Employee Transfer Allegation:

- (A) any costs of employing the employee up to the date of dismissal where such employee has been dismissed in accordance with Clause 42.5.3;
- (B) any liabilities acquired by virtue of the Transfer Regulations in relation to the employee;
- (C) any liabilities relating to the termination of the 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 applicable member of the Contractor Group or the applicable Sub-Contractor to act reasonably to mitigate the costs of dismissing such person;
 - 2. directly or indirectly to the procedure followed by the applicable member of the Contractor Group or the applicable Sub-Contractor in dismissing the employee; or
 - 3. to the acts or omissions of the applicable member of the Contractor Group or the applicable Sub-Contractor not wholly connected to the dismissal of that person;

- (D) any liabilities incurred under a settlement of the employee's claim which was reached with the express permission of the Authority (not to be unreasonably withheld or delayed);
- (E) reasonable administrative costs incurred by the applicable member of the Contractor Group or the applicable Sub-Contractor in dealing with the employee's claim or allegation, subject to a cap per employee of £5,000; and
- (F) legal and other professional costs reasonably incurred.

42.6 Each member of the Contractor Group and any Sub-Contractor shall be deemed to have waived their respective rights to an indemnity under Clause 42.5.4 if the relevant person fails without reasonable cause to take any action in accordance with any of the timescales referred to in Clause 42.5 or in circumstances where the applicable member of the Contractor Group or the applicable Sub-Contractor agrees to retain the employee.

42.7 The Dispute Resolution Procedure shall only apply to the provisions of Clause 42 (Transfer Regulations) and Schedule N (Transfer Regulations) to the extent that there is any Dispute between the Parties regarding the scope or operation of any of those provisions.

42.8 The Parties agree that there may be a transfer under the Transfer Regulations on termination or expiry of this Agreement and nothing in this Clause 42 (Transfer Regulations) is intended to prevent or avoid the proper application of the TUPE Regulations.

42.9 The arrangements for the provision of employee-related information in the period prior to expiry or termination of this Agreement and in the event of the application of the Transfer Regulations are set out in Schedule N (Transfer Regulations).

PART VII - PERFORMANCE PAYMENT AND INCENTIVE MECHANISM

43. INVOICING AND PAYMENT

43.1 Performance Management

43.1.1 The Contractor's performance under this Agreement shall be monitored in accordance with the Performance Regime.

43.2 Claims for Payment

43.2.1 Where the Contractor is entitled to seek payment from the Authority in accordance with the Payment Mechanism or is otherwise due to be paid a sum by the Authority pursuant to this Contract, the Contractor shall claim payment of the relevant amount in accordance with this Clause 43 (Invoicing and Payment).

43.3 Authority Payment System

43.3.1 The Parties acknowledge and agree that at the Agreement Commencement Date the Contractor has put in place the necessary arrangements to be able to use the Authority Payment System.

43.3.2 The Authority shall within thirty (30) days after the Agreement Commencement Date provide Defence Business Services with a completed DEFFORM 57 and other relevant information to allow this Agreement to be set up on the Authority Payment System.

43.3.3 Where the Contractor is entitled to seek payment of a sum from the Authority in accordance with the Payment Mechanism or is otherwise due to be paid a sum by the Authority pursuant to this Agreement, the Contractor shall submit an invoice using a properly prepared message structure and format in accordance with the Authority Payment System, no later than sixty (60) Business Days after the date on which such right to seek payment of or to be paid such sum arises. The Contractor shall be deemed to have waived its right to seek or receive payment for the relevant sum if it fails to submit an invoice later than sixty (60) Business Days after the date on which such right to seek payment of or to be paid such sum arises.

43.3.4 Claims for payment shall be accompanied by a statement certified by the Contractor's Representative that the amount specified in the invoice is due to the Contractor pursuant to this Agreement together with each of the reports required to be issued under Clause 36.5 (Monthly Contract Reviews).

43.3.5 Upon receipt of the invoice the Authority shall within thirty (30) days either:

- (A) enter the relevant details in the Authority Payment System, indicating confirmation of the relevant amount and notify the Contractor of the relevant purchase order number for the relevant amount; or
- (B) notify the Contractor that:

1. the Authority is withholding all or any part of the amount claimed by the Contractor pursuant to Clause 44 (Disputed Amounts), giving reasons for withholding such Disputed Amounts; and
2. any amount claimed by the Contractor that is not a Disputed Amount shall constitute a valid, properly completed return for payment (and the Authority shall enter the relevant details in the Authority Payment System in respect of such amount).

43.3.6 Subject to Clause 44 (Disputed Amounts), the Authority shall no later than thirty (30) days after receipt of an invoice, pay the Contractor the relevant amount stated in such invoice.

43.3.7 The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies either under this Agreement or otherwise.

44. DISPUTED AMOUNTS

44.1 The Authority may withhold any Disputed Amount pending agreement or determination of the Contractor's entitlement in relation to the Disputed Amount but shall pay any undisputed amounts on or before the due date for payment.

44.2 Within five (5) Business Days following receipt by the Contractor of any notice served by the Authority pursuant to Clause 43.3.5(B) (Authority Payment System) the Contractor shall respond by notifying the Authority as to whether or not it agrees with the reasons stated in that notice and the grounds for such agreement or disagreement. If the Contractor indicates:

44.2.1 that it does not agree, the Authority shall be entitled to retain on a temporary basis, pending resolution of the Dispute regarding the Disputed Amount or agreement by the Contractor, any amounts withheld pursuant to Clause 43.3.5(B) (Authority Payment System); or

44.2.2 that it does agree, or if the Contractor fails to make such a response within that time limit, the Authority shall be entitled:

- (A) to retain on a permanent basis any amounts withheld pursuant to Clause 43.3.5(B) (Authority Payment System); or
- (B) to reclaim from the Contractor the amount of any over-payment which may have been made to the Contractor together with interest on any such amount calculated in accordance with Clause 46 (Interest on Late Payment).

44.3 If the Contractor responds pursuant to Clause 44.2 that it does not agree with all or any of the reasons stated in any notice served by the Authority pursuant to Clause 43.3.5 (B) (Authority Payment System), the matter or matters in question shall be determined pursuant to Clause 53 (Dispute Resolution Procedure).

44.4 If it is agreed or otherwise determined pursuant to Clause 53 (Dispute Resolution Procedure) that:

44.4.1 the Authority has withheld any amount which the Contractor was entitled to be paid; or

44.4.2 the Contractor has been paid any amount which the Contractor was not entitled to be paid;

44.4.3 the Authority shall:

44.4.4 subject to Clause 44.5, where Clause 44.4.1 applies, promptly carry out Receipting of such amount so that it is paid to the Contractor as soon as reasonably practicable; or

44.4.5 where Clause 44.4.2 applies, be entitled to deduct such amount from the next payment due to the Contractor or, if no further amounts are due under the Agreement, the Authority shall be entitled to recover such amount from the Contractor as a debt due, in each case with interest on the relevant amount calculated in accordance with Clause 46 (Interest on Late Payment).

44.5 For the purposes of Clause 46 (Interest on Late Payment), the due date for payment of any amount to be paid to the Contractor pursuant to Clause 44.4.4, shall be deemed to be the Revised Due Date if as a consequence of a Dispute commenced by the Contractor pursuant to Clause 44.3, the due date for payment of such amount in accordance with Clause 43 (Invoicing and Payment) would otherwise be later than the Revised Due Date.

45. TAXATION MATTERS

45.1 VAT on Payments

45.1.1 The amounts due under this Agreement exclude any UK VAT and any similar EU (or non-EU) taxes chargeable on the Services.

45.1.2 If the Contractor is required by Applicable Law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply of Services, and the circumstances of any such supply are such that the Contractor is liable to pay the VAT due to HMRC, the Authority shall pay to the Contractor in addition to any other sum due to the Contractor under this Agreement a sum equal to the output VAT chargeable on the tax value of the supplies on provision of a valid VAT invoice. If there is any doubt about the applicability of UK VAT in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HMRC.

45.1.3 Where the Services are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) output, turnover or similar tax. In that event, the Authority shall pay to the Contractor, in addition to any other sum due to the Contractor under this Agreement a sum equal to the output, turnover or similar tax chargeable on the tax value of the relevant output, turnover or similar which is payable by the Contractor to the tax authorities of the country in question, on provision of a valid output, turnover or similar tax invoice.

45.1.4 The Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or any similar EU and non-EU input taxes).

45.2 Tax Non-compliance

45.2.1 The Contractor represents and warrants that as at the Agreement Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-compliance.

45.2.2 If, at any point during the Term, an Occasion of Tax Non-compliance occurs, the Contractor shall:

- (A) notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
- (B) promptly provide to the Authority:
 - 1. details of the steps which the Contractor is taking to address the Occasion of Tax Non-compliance, and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - 2. such information in relation to the Occasion of Tax Non-compliance as the Authority may reasonably require.

45.2.3 In the event that:

- (A) the warranty given by the Contractor pursuant to Clause 45.2.1 is materially untrue;
- (B) the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-compliance as required by Clause 45.2.2(A); or
- (C) the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable, the Authority shall be entitled to terminate this Agreement in accordance with Clause 50 (Early Termination) as a Contractor Event of Default.

45.2.4 For the avoidance of doubt, the obligation at Clause 58.3 (Ownership of Intellectual Property) also applies to OOTNC in non-UK jurisdictions. If the OOTNC occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the OOTNC and any relevant tax laws and administrative provisions so the Authority can understand the nature and seriousness of the OOTNC.

45.2.5 In this Clause 45.2 (Tax Non-compliance) the following words and expressions shall have the following meanings:

"DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 made under section 132A of the Social Security Administration Act 1992.

"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others;

"Occasions of Tax Non-compliance" means:

- (A) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - 1. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - 2. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (B) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 give rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Agreement Commencement Date or to a civil penalty for fraud or evasion; and

"Relevant Tax Authority" means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

46. INTEREST ON LATE PAYMENT

46.1 Except if otherwise specifically provided, where any payment or sum of money due from the Contractor to the Authority or from the Authority to the Contractor under any provision of this Agreement is not paid within thirty (30) Business Days of the due date, it shall bear interest thereon at the Prescribed Rate from the due date (whether before or after any judgment) until actual payment and it is agreed between the Parties that the Prescribed Rate provides the Contractor with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

47. RECOVERY OF SUMS DUE

- 47.1 If at any time during the Term any sum of money is recoverable from or payable by the Contractor to the Authority under this Agreement or otherwise, the Authority, upon notice to the Contractor specifying the grounds for deduction and the amount of the deduction in relation to each ground, may deduct (or procure the deduction of) the same from any sum due to the Contractor (or which at any time thereafter may become due to the Contractor) under this Agreement or any other contract with the Authority or any other Government Body, or, if no further amounts are due under the Agreement, the Authority shall be entitled to recover such amount from the Contractor as a debt due. Any exercise by the Authority of its rights under this Clause 47 (Recovery of Sums Due) shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

48. EXCLUSION OF CONTRACTOR SET OFF

- 48.1 Every payment payable by the Contractor to the Authority in connection with this Agreement shall be made in full without any set-off or counter claim howsoever arising and shall be free and clear of, and without deduction of, or withholding for or on account of, any amount (other than any deduction or withholding of tax as required by Applicable Law)

PART VIII – SUPERVENING EVENTS

49. BUSINESS CONTINUITY

- 49.1 The Contractor's draft Business Continuity Plan is included in Schedule M (Business Continuity Plan).
- 49.2 Within three (3) Months of the Agreement Commencement Date, the Contractor shall submit to the Authority a revised Business Continuity Plan, updated using the principles set out in Schedule M (Business Continuity Plan).
- 49.3 Within one (1) Month of receiving the updated Business Continuity Plan the Authority may, acting reasonably:
- 49.3.1 accept the updated Business Continuity Plan; or
 - 49.3.2 request amendments to the updated Business Continuity Plan on the basis that the plan submitted by the Contractor does not align with the principles set out in Schedule M (Business Continuity Plan).
- 49.4 If amendments are required to the updated Business Continuity Plan in accordance with Clause 49.3.2, the Contractor shall make such amendments within two weeks of the Authority's request, following which if the Authority does not accept the further updated Business Continuity Plan, either Party may give notice of a Dispute.
- 49.5 The Contractor shall ensure that it is able to implement the Business Continuity Plan prepared in accordance with Clauses 49.2 and 49.3 throughout the Term in accordance with its terms.

PART IX – TERMINATION

50. EARLY TERMINATION

50.1 Termination Events

50.1.1 Where there is a Contractor Event of Default, this Agreement may be terminated in accordance with this Clause 50 (Early Termination).

50.2 Termination for Contractor Event of Default

50.2.1 Each of the following constitutes a "Contractor Event of Default":

(A) Contractor Breach of its Obligations

A breach by the Contractor of its obligations under this Agreement which, in the reasonable opinion of the Authority materially and adversely affects the performance of the Services.

(B) Failure to Remedy

A failure by the Contractor to remedy a breach specified in a Final Performance Warning Notice issued in accordance with Clause 50.7.2.

(C) Insolvency

The occurrence of an Insolvency Event in respect of the Contractor.

(D) Failure to satisfy Commencement Conditions

A failure to satisfy the Commencement Conditions in circumstances that constitute a Contractor Event of Default in accordance with Clause 3.3 (Failure to Satisfy Commencement Conditions).

(E) Not used

(F) Breach of Assignment

A breach by the Contractor of Clause 15.1 (Assignment or Novation by the Contractor).

(G) COI Compliance Regime

The Contractor is in breach of Clause 8 (Change of Control of the Contractor and Change in COI Associates) or Clause 23 (Conflicts of Interest) or there is a material breach of the COI Compliance Regime (and the COI Compliance Regime provides a right of termination) in respect of which the Authority determines is not capable of remedy in accordance with the terms of the COI Compliance Regime; or the Contractor has failed to remedy to the Authority's satisfaction in accordance with the terms of the COI Compliance Regime.

(H) Prohibited Act

The Contractor is in breach of Clause 24 (Prohibited Acts).

(I) Breach of Part XII Security

1. The Contractor is in breach of any obligation under Part XII Security.

2. The Contractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown.

(J) Breach of certain IPR

Any breach or infringement by the Contractor of any Third Party IPR which will or may damage or be detrimental to the reputation of the Authority.

Any breach or infringement by the Contractor of any Third Party IPR which will or may prevent or deter the government of any other country from entering into any future agreement or arrangement with the Authority relating to research, development, production, supply or operations.

(K) Breach of Sub-contracts

A breach by the Contractor of Clause 26.2 (Obligations of the Contractor)

(L) Non-payment

The failure by the Contractor to pay to the Authority any amount which is due and payable under this Agreement where the Authority has given sixty (60) days' notice requiring such amount to be paid, unless such amount is the subject of a bona fide Dispute.

(M) Tax Non-compliance

An Occasion of Tax Non-compliance, in the circumstances set out in Clause 45.2.3 (Tax Non-compliance).

(N) Breach of Non-Solicitation

A breach by the Contractor of the non-solicitation provisions in Clause 41 (Non Solicitation).

(O) Breach of Data Protection and Confidentiality

A breach by the Contractor of Clause 66 (Data Protection) or Clause 67 (Confidentiality).

(P) Not Used

(Q) Persistent Red KPI Failures

Any KPI Failure arises because the performance of the KPI has been assessed as "RED" in accordance with the Performance Regime and continues for the shorter of:

1. 5 consecutive KPI Periods; or
2. 12 Months.

50.3 Material Breach Notice

50.3.1 Subject to Clause 50.5 (Remediable Breach), if a Contractor Event of Default has occurred, the Authority may terminate this Agreement by serving notice on the Contractor (a "Material Breach Notice") stating:

- (A) that the Authority is terminating this Agreement for Contractor Event of Default;
- (B) the type and nature of Contractor Event of Default that has occurred, given reasonable details; and
- (C) that this Agreement shall terminate on the date specified in the Material Breach Notice, provided such date shall be a minimum of one (1) Month from the date of receipt by the Contractor of the Material Breach Notice.

50.4 Irremediable Breach

50.4.1 If there has been a Material Breach Notice in relation to a Contractor Event of Default that is not a Remediable Breach (provided that the Authority must act reasonably if it decides that a Contractor Event of Default under limb (A), (F), (I), (J), (L), (M), (N) or (O) of Clause 50.2 (Contractor Events of Default) is not a Remediable Breach), this Agreement shall terminate on the date determined in accordance with Clause 2 (Governing Law).

50.5 Remediable Breach

50.5.1 If there has been a Contractor Event of Default under limb (A), (F), (I), (L), (M) or (N) of Clause 50.2 (Contractor Events of Default) and the Authority decides that such breach is capable of remedy (a "**Remediable Breach**"), the Material Breach Notice shall require the Contractor (at the Authority's discretion) either to:

- (A) remedy the breach within twenty (20) Business Days of the date of the Material Breach Notice (or such longer period as may be agreed by the Authority in its absolute discretion); or
- (B) propose within twenty (20) Business Days of the date of the Material Breach Notice a programme to remedy the breach (the "**Remediation Programme**"), such programme to be agreed in accordance with Clause 50.6 (Remediation Programme).

50.5.2 If:

- (A) a Remediable Breach is not remedied within the period specified in the Material Breach Notice; or
- (B) the Contractor fails to achieve any element of the Remediation Programme in respect of a Remediable Breach (including any milestones not being met by dates specified therein) or fails to remedy the Remediable Breach within the date specified in the Remediation Programme, or the Remediation Programme is rejected by the Authority as not being reasonable pursuant to Clause 50.6 (Remediation Programme) and the Dispute Resolution Procedure does not find against that rejection,

- (C) then the Authority may serve a further notice on the Contractor (a **"Termination Notice"**) terminating this Agreement on the date specified in the Termination Notice, provided such date shall be a minimum of one (1) month from the date of receipt by the Contractor of the Termination Notice.

50.6 Remediation Programme

- 50.6.1 The Remediation Programme shall specify in detail how the Contractor proposes to remedy a Remediable Breach, the steps required to remedy the Remediable Breach (including Milestones to be met by specific dates), the anticipated costs and other consequences associated with the remediation and the latest date by which the Contractor anticipates that the Remediable Breach will be remedied.
- 50.6.2 Where the Contractor proposes a Remediation Programme in accordance with Clause 50.6.1, the Authority shall within twenty (20) Business Days from the date of receipt of the proposed Remediation Programme notify the Contractor whether the Authority accepts the proposed Remediation Programme (such acceptance not to be unreasonably withheld).
- 50.6.3 Where the Authority notifies the Contractor that it does not accept the Remediation Programme, the Authority and the Contractor shall endeavour within the following twenty (20) Business Days to agree any necessary amendments to the Remediation Programme. In the absence of agreement within such twenty (20) Business Day period, the question of whether or not the Authority's withholding of acceptance is reasonable may be referred by either Party to be resolved in accordance with Clause 53 (Dispute Resolution Procedure).

50.7 Termination for Poor Performance Breach

- 50.7.1 Where there is a breach of this Agreement by the Contractor which does not otherwise give rise to a Contractor Event of Default then the Authority may serve a notice on the Contractor (the "Performance Warning Notice"):
 - (A) specifying that it is a formal warning notice;
 - (B) giving reasonable details of the breach and specifying the Authority's concerns;
 - (C) stating that such breach may become a Contractor Event of Default pursuant to limb (B) of Clause 50.7.1 if it recurs and may result in a termination of this Agreement; and
 - (D) specifying what steps, if any, the Authority requires the Contractor to take to remedy the breach including any specific deadline(s) (not being less than twenty (20) Business Days after the date of receipt by the Contractor of the Performance Warning Notice).
- 50.7.2 Following service of a Performance Warning Notice, if the breach specified or a substantially similar breach has continued beyond any specific deadline set out in the Performance Warning Notice or has recurred one or more times within six (6) Months after the date of receipt by the Contractor of the Performance Warning Notice, then the Authority may serve another notice on the Contractor (the "Final Performance Warning Notice"):

- (A) specifying that it is the final warning notice;
- (B) stating that the breach specified, or a substantially similar breach has been the subject of a Performance Warning Notice; and
- (C) stating that if such breach continues beyond any specific deadline the date of receipt by the Contractor of the Final Performance Warning Notice, the same shall constitute a Contractor Event of Default under limb (B) of Clause 50.2 (Contractor Events of Default).

50.8 Requirement to Notify

50.8.1 The Contractor shall notify the Authority in writing (which for this purpose does not include email) promptly on becoming aware of the occurrence of any event or circumstance which may give the Authority the right to terminate this Agreement under this Clause 50 (Early Termination) and shall provide to the Authority all information about the relevant event or circumstance which the Authority (acting reasonably) requires.

50.9 Voluntary Termination by the Authority

50.9.1 The Authority shall be entitled to terminate this Agreement in its entirety at any time and for any reason on giving reasonable notice to the Contractor, such notice being not less than thirty (30) days (and such notice to take effect on the date of receipt by the Contractor).

50.10 Termination for Change of Control of Contractor

50.10.1 The Authority may terminate this Agreement with immediate effect by written notice to the Contractor (such notice to take effect on the date of receipt by the Contractor) if there is a change of control of the Contractor that is required to be notified to the Authority pursuant to Clause 8 (Change of Control of the Contractor and Change in COI Associates).

51. CONSEQUENCES OF TERMINATION OR EXPIRY

51.1 Consequences of Termination

51.1.1 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

51.2 Termination Payment

51.2.1 In the event of termination of this Agreement, the Authority shall pay the Contractor such sum (if any) as is due in accordance with Schedule I (Termination Payments) after the receipt by the Authority of a duly issued invoice in respect of the relevant payment.

51.2.2 Any payment required by the Authority, in accordance with this Clause 51.2 (Termination Payment), to the Contractor under Schedule I (Termination Payments) shall be in full and final satisfaction of any claim by the Contractor for Losses arising as a result of termination of the Agreement and the Contractor shall have no right (whether in contract, tort (including negligence), statute, for deliberate repudiatory breach or otherwise) to make any further claim against the Authority as a result of such termination.

52. POST TERMINATION OR EXPIRY OBLIGATIONS TO ASSIST

52.1 Exit Plan

52.1.1 The Contractor shall develop an exit plan in accordance with the principles set out in Schedule O (Exit Plan) and the Parties shall use their reasonable endeavours to agree the form of such exit plan within three months of the date of this Agreement. Once agreed, such exit plan shall be the "Exit Plan" for the purposes of this Agreement.

52.1.2 The Contractor shall comply with the Contractor's Exit Plan agreed in accordance with Clause 52.1.1 to ensure that the Contractor can at all times satisfy its obligations under Clause 52.2 (Obligation to Assist) following the termination or expiry of the Agreement.

52.1.3 The Contractor shall update the Exit Plan Six (6) months prior to the end of the Term in accordance with the provisions of the Exit Plan and shall ensure that it is able to implement the Exit Plan throughout the Term in accordance with its terms. All such updates must be approved by the Authority.

52.1.4 All costs incurred in developing, updating and implementing the Exit Plan shall be payable by the Contractor.

52.2 Obligation to Assist

52.2.1 Following termination or expiry of this Agreement, the Contractor shall continue to implement the Exit Plan to ensure the orderly and efficient transition of all activities undertaken or to be undertaken by the Contractor and Contractor Related Parties under this Agreement to the Authority and Authority Related Parties and, for a period of one (1) month following the Expiry Date or Termination Date (as applicable), the Contractor and Contractor Related Parties shall co-operate with all reasonable instructions of the Authority in connection with this transition. The Contractor shall not be entitled to charge a fee for its costs in complying with this Clause 52.2 (Obligation to Assist).

PART X – DISPUTE RESOLUTION PROCEDURE

53. DISPUTE RESOLUTION PROCEDURE

53.1 Disputes arising out of or in connection with this Agreement, whether or not expressly stated to be subject to this Clause 53 (Dispute Resolution Procedure) shall be resolved in accordance with Schedule D (Dispute Resolution Procedure).

53.2 Neither Party shall commence any Legal Proceedings until it has followed the Dispute Resolution Procedure, provided that nothing in the Dispute Resolution Procedure shall prevent a Party from seeking interim or interlocutory relief in any court.

53.3 Notices given in respect of a Dispute shall comply with Clause 12.1.2 (Notices) and shall not be given by email.

PART XI – SECURITY

54. SECURITY MEASURES

54.1 Definition

54.1.1 In this Clause 54 Security Measures: -

- (A) 'Secret Matter' means any matter connected with the Contract, or its performance which is designated by the Authority in the security aspects letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
- (B) 'Employee' shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given.
- (C) 'Security Policy Framework' means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.

54.2 The Official Secrets Acts

54.2.1 The Contractor shall:

- (A) take all reasonable steps to ensure that all Employees engaged on any work in connection with the Contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Contract; and
- (B) if directed by the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Contract and after its completion or termination, he is bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

54.3 Security Measures

54.3.1 Unless the written authorisation of the Authority to do otherwise is agreed, neither the Contractor nor any of the Employees shall, either before or after the completion or termination of the Contract, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- (A) who is not a British citizen;
- (B) who does not hold the appropriate authority for access to the protected matter;
- (C) in respect of whom the Authority has notified the Contractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- (D) who is not an Employee of the Contractor;
- (E) who is an Employee of the Contractor and has no need to know the information for the proper performance of the Contract.

54.4 Unless the Contractor has the written authorisation of the Authority to do otherwise, the Contractor and the Employees shall, both before and after the completion or termination of the Contract, take all reasonable steps to ensure that:

54.4.1 no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Contract;

54.4.2 any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request, is delivered up to the Authority who shall be entitled to retain it.

54.4.3 A decision of the Authority on the question of whether the Contractor has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

54.5 The Contractor shall:

54.5.1 provide to the Authority:

- (A) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Clause 54.4.2.;
- (B) upon request, such information as the Authority may from time to time require so as to be satisfied that the Contractor and the Employees are complying with his obligations under this Clause, including the measures taken or proposed by the Contractor so as to comply with his obligations and to prevent any breach of them;
- (C) full particulars of any failure by the Contractor and the Employees to comply with any obligations relating to Secret Matter arising under this Clause immediately upon such failure becoming apparent;

54.5.2 ensure that, for the purpose of checking the Contractor's compliance with the obligation in Clause 54.4.2, a representative of the Authority shall be entitled, at any time, to enter and inspect any premises used by the Contractor, which are in any way connected with the Contract, and inspect any document or thing in any such premises which is being used, or made for the purposes of the Contract. Such representative shall be entitled to all such information as they may reasonably require.

54.6 If at any time either before or after the completion or termination of the Contract, the Contractor or any of the Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Contractor shall forthwith inform the Authority of the matter with full particulars thereof.

54.7 Subcontracts - If the Contractor proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Contractor shall:

54.7.1 submit for approval of the Authority the name of the proposed subcontractor, a statement of the work to be carried out and any other details known to the Contractor which the Authority shall reasonably require;

54.7.2 incorporate into the sub-contract the terms of such secrecy and security obligations as the Authority shall direct. In the appendix "Agreement" shall mean the "Sub-Contract", "First Party" shall mean the "Contractor" and "Second Party" shall mean the "Sub- Contractor";

54.7.3 inform the Authority immediately he becomes aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the sub-contract.

54.8 Termination

54.8.1 The Authority shall be entitled to terminate the Contract immediately if:

- (A) the Contractor is in breach of any obligation under this Clause; or
- (B) the Contractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

54.9 If the Authority considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter, the Authority is entitled to claim such damages as may have been sustained as a result of the Contractor's breach of this Clause.

55. OFFICIAL-SENSITIVE SECURITY REQUIREMENTS

55.1 In this Clause "Information" means information recorded in any form disclosed or created in connection with the Contract.

55.2 The Contractor shall protect all Information relating to the aspects designated OFFICIAL-SENSITIVE as identified in the security aspects letter attached to Task Order Form, in accordance with the official security clauses contained in the contract or annexed to the Security Aspects Letter.

55.3 The Contractor shall include the requirements and obligations set out in Clause 55.2 in any sub-contract placed in connection with or for the purposes of the Contract which requires disclosure of OFFICIAL-SENSITIVE Information to the subcontractor or under which any Information relating to aspects designated as OFFICIAL-SENSITIVE is created by the subcontractor. The Contractor shall also include in the sub-contract a requirement for the subcontractor to flow the requirements of this clause to its subcontractors and through all levels of the supply chain to the lowest level where any OFFICIAL-SENSITIVE Information is handled.

56. SECURITY ASPECTS LETTER

56.1 The Authority shall advise the Contractor of the clauses applicable to security in each Task Order Form when it issues section 1 of the Task Order Form to the Contractor:

56.1.1 the Authority shall include the "OFFICIAL, OFFICIAL-SENSITIVE and SECRET Security Condition for Contracts" in each Task Order Form where security related information classified as OFFICIAL, OFFICIAL-SENSITIVE or SECRET forms part of that Task Order Form; and

56.2 The Authority may amend the conditions relating to Clause 54 (Security Measures) in the event of the Government changing the security classification system.

57. CYBER

57.1 Definitions

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

“Associated Company” means:

- (A) any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
- (B) any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

“**Contractor Deliverables**” shall have the meaning set out in Clause 1 (Definitions and Interpretation);

“**Cyber Risk Level**” means the level of Cyber Risk relating to this Contract or any sub-contract assessed in accordance with the Cyber Security Model;

“**Cyber Security Implementation Plan**” means the plan referred to in Clause 57.3 of this Condition including but not limited to any risk-balance case and mitigation measures required by the Authority;

“**Cyber Security Incident**” means an event, act or omission which gives rise or may give rise to:

- (A) unauthorized access to an information system or electronic communications network;
- (B) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network;
- (C) destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
- (D) removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network;
or
- (E) the appropriation, publication, dissemination or any other use of nonpublic MOD Identifiable Information by persons unauthorised to do so.

“**Cyber Security Instructions**” means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor; CYBER DEFCON 658

“**Cyber Security Model**” and “CSM” mean the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire;

“CSM Risk Assessment Process” means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Contract and any Sub-contract;

“CSM Supplier Assurance Questionnaire” means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with this Clause.

“Data” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media.

“DEFSTAN 05-138” means the Defence Standard 05-138 as amended or replaced from time to time;

“Electronic Information” means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved on any information system or electronic communications network;

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“ISN” means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the [gov.uk](https://www.gov.uk/government/publications/industry-security-notices-isns) website at: <https://www.gov.uk/government/publications/industry-security-notices-isns>;

“JsyCC WARP” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

“MOD Identifiable Information” means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure.

“NSA/DSA” means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

“Sites” means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;

“Sub-contract” means any sub-contract at any level of the supply chain, whether awarded directly by the Contractor or indirectly by any lower tier Subcontractor or Associated Company, which is entered into as a consequence of or in connection with this Contract;

“Sub-contractor” means a sub-contractor of the Contractor or any Associated Company whether a direct Sub-contractor or at any lower level of the supply chain who provides any Contractor Deliverables in connection with this Contract;

“Supplier Cyber Protection Service” means the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

57.2 Authority Obligations

57.2.1 In accordance with this Clause 57.2, the Authority can confirm that the Cyber Risk Level for this Programme Delivery Partner Agreement is Moderate.

57.2.2 The Authority shall:

- (A) determine the Cyber Risk Level appropriate to this Contract and, where the Contractor has not already been notified of the Cyber Risk level prior to the date of this Contract, shall provide notification of the relevant Cyber Risk level and the appropriate Cyber Security Instructions to the Contractor as soon as is reasonably practicable; and
- (B) notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Level relating to this Contract.

57.3 Contractor Obligations

57.3.1 The Contractor shall, and shall procure that its Sub-contractors shall:

- (A) comply with DEFSTAN 05-138;
- (B) complete the CSM Risk Assessment Process in accordance with the Authority's instructions, ensuring that any change in the Cyber Risk Level is notified to any affected sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor's supply chain which has or may have an impact on the Cyber Risk Level of this Contract or on receipt of any reasonable request by the Authority;
- (C) carry out the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire;
- (D) having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge its obligations under this Clause in accordance with Good Industry Practice provided always that where there is a conflict between the Contractor's obligations under 57.3.1(A) above and this 57.3.1(D) the Contractor shall notify the Authority in accordance with the notification provisions in DEFSTAN 05-138 as soon as it becomes aware of the conflict and the Authority shall determine which standard or measure shall take precedence;
- (E) comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable;

- (F) notify the JsyCC WARP in accordance with ISN 2014/02 as amended or updated from time to time and the Contractors NSA/DSA, and in the case of a Sub-contractor also notify the Contractor, immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing full details of the circumstances of the incident and any mitigation measures already taken or intended to be taken;
- (G) in coordination with its NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives and its NSA/DSA to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Contractors NSA/DSA in the circumstances and taking into account the Cyber Risk Level; and
- (H) consent to the Authority recording and using information obtained in relation to the Contract for the purposes of the Cyber Security Model whether on the Supplier Cyber Protection Service or elsewhere. For the avoidance of doubt such information shall include the cyber security accreditation of the Contractor and / or Sub-contractor as appropriate; and
- (I) include provisions equivalent to 57.7.1 of this Clause 57 in all Subcontracts imposing provisions equivalent to this Clause 57.3 (the “equivalent provisions”) and, where a Sub-contractor breaches terms implementing this Clause in a Sub-contract, the Contractor shall, and shall procure that its Sub-contractors shall, in exercising their rights or remedies under the relevant Sub-contract:
 1. notify the Authority of any such breach and consult with the Authority regarding any remedial or other measures which are proposed as a consequence of such breach, taking the Authority’s views into consideration; and
 2. have regard to the equivalent provisions.

PROVIDED ALWAYS THAT where the Contractor has notified the Authority that it or one or more of its Sub-contractors cannot comply with 57.3.1(A) to 57.3.1(I) above the Authority and Contractor will seek to agree a Cyber Security Implementation Plan and where the Authority has agreed a Cyber Security Implementation Plan with the Contractor, the Contractor shall, and shall procure that its Sub-contractors shall, comply with such Cyber Security Implementation Plan until implementation is agreed to have been achieved whereupon 57.3.1(A) to 57.3.1(I) above shall apply in full. In the event that a Cyber Security Implementation Plan cannot be agreed the provisions of Clause 53 (Dispute Resolution Procedure) or any agreed alternative dispute resolution procedure shall apply.

57.4 Management Of Sub-Contractors

57.4.1 The Authority agrees that the Contractor shall be entitled to rely upon the self-certification by a Sub-contractor of its compliance with its obligations pursuant to Clause 57.3.1. In the event that a Sub-contractor is found to be in breach of its obligations in Clause 57.3.1, and where the Contractor has relied upon the Sub-contractor's self-certification, the Contractor shall not be held to be in breach of this Clause.

57.4.2 Where the Contractor becomes aware that a Sub-contractor is not complying with its obligations, the Contractor shall notify the Authority and provide full details of the Sub-contractor's non-compliance as soon as reasonably practicable and shall consult with the Authority as to the appropriate course of action which may include but not be limited to the agreement of a remedial plan or termination of the Sub-contract having regard to Clause 57.3.1.(I).

57.4.3 Having regard to the Authority's views, the Contractor shall take all reasonable measures to address any non-compliance of a Sub-contractor in accordance with the reasonable timescales required by the Authority. Where the Contractor fails to do so, this shall amount to a breach of this Clause and the provisions of 57.7.2 or 57.7.3 as appropriate shall apply.

57.4.4 The Contractor shall, and shall procure that its Sub-contractors shall, include provisions equivalent to this Clause 57.4.4 in all Sub-contracts which flow down the obligations set out in Clause 57.3.1 of this Contract.

57.5 Records

57.5.1 The Contractor shall keep and maintain, and shall ensure that any Subcontractor shall keep and maintain, until six (6) years after termination or expiry of this Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:

- (A) details of all MOD Identifiable Information relating to the Contractor Deliverables provided under this Contract; and
- (B) copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Clause, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Contractor and/or Sub-contractor.

57.5.2 The Contractor shall, and shall ensure that any Sub-contractor shall on request provide the Authority, the Authority's representatives and/or the Contractors NSA/DSA such access to those records as may be required in connection with this Contract.

57.6 Audit

57.6.1 Except where an audit is imposed on the Authority by a regulatory body or there is a Cyber Security Incident in which case the Contractor agrees, and shall procure that its Sub-contractors agree, that the Authority and its representatives, in coordination with the Contractors NSA/DSA or the NSA/DSA on behalf of the Authority, may conduct such audits as it considers in its absolute opinion necessary, the Authority, its representatives and/or the Contractors NSA/DSA may, not more than twice in any Contract Year and for a period of 6 years following the termination or expiry of this Contract, whichever is the later, conduct an audit for the following purposes:

- (A) to review and verify the integrity, confidentiality and security of any MOD Identifiable Information;
- (B) to review the Contractor's and/or any Sub-contractor's compliance with its obligations under this Clause; and
- (C) to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 57.6.1(A) and 57.6.1.(B) above.

57.6.2 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor and/or Subcontractor or delay the provision of the Contractor Deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.

57.6.3 The Contractor shall, and shall ensure that any Sub-contractor shall on demand provide the Authority and any relevant regulatory body, including the Contractor's NSA/DSA, (and/or their agents or representatives), together "the Auditors", with all reasonable co-operation and assistance in relation to each audit, including but not limited to:

- (A) all information requested by the Authority within the permitted scope of the audit;
- (B) reasonable access to any Sites controlled by the Contractor or any Associated Company and any Sub-contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Contract and, where such Sites and/or equipment are outwith the control of the Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and
- (C) access to any relevant staff.

57.6.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 calendar days notice of its intention to conduct an audit.

57.6.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a material breach of the terms of this Clause by the Contractor and/or Sub-contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

57.7 Breach of Obligations

57.7.1 In exercising its rights or remedies under this Clause 54.7 (Security Measures), the Authority shall:

- (A) act in a reasonable and proportionate manner having regard to such matters as the gravity of any breach or potential breach and the Cyber Risk Level of this Contract; and
- (B) give all due consideration, where appropriate, to action other than termination of the Contract, including but not limited to a remedial period if this is appropriate in all the circumstances.

57.7.2 Where the Cyber Risk Level of this Contract is assessed to be a moderate or high, and the Contractor breaches the terms of this Clause 57.7, the Authority shall be entitled:

- (A) to terminate the Contract (whether in whole or in part) and to claim damages in accordance with Clause 50 (Early Termination) as though such breach is a material breach; and
- (B) where the Contract has not been terminated, to recover from the Contractor any other loss sustained in consequence of any breach of this Clause 57.7, subject to any provision which is agreed elsewhere in this Contract.

57.7.3 Where the Cyber Risk Level of this Contract is assessed to be very low or low, and the Contractor breaches the terms of this Clause 57.7, the Authority shall be entitled:

- (A) to recover from the Contractor the amount of any loss sustained in consequence of any breach of this Clause 57.7, subject to any provision which is agreed elsewhere in this Contract; and
- (B) where the Contractor does not comply with any reasonable instructions issued by the Authority or the Contractors NSA/DSA within the time period specified to remedy such breach or prevent further breaches, the Authority shall be entitled to terminate this Contract (whether in whole or in part) and to claim damages in accordance with Clause 61 (© and Sub-© of Third Party IPR Provided by the Contractor) as though such breach is a material breach.

57.7.4 Where the Contractor commits an act of fraud, negligence or willful misconduct in respect of its obligations under this Clause 57.7 the Authority shall be entitled to terminate this Contract (whether in whole or in part) and to claim damages in accordance with Clause 50 (Early Termination) as though such breach is a material breach.

57.8 General

57.8.1 On termination or expiry of this Contract the provisions of this Clause 57 excepting 57.3.1(B) and 57.3.1.(C) above shall continue in force so long as the Contractor and/or and Sub-contractor holds any MOD Identifiable Information relating to this Contract.

57.8.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Clause 57.8 that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

57.8.3

(A) The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 and/or the Cyber Risk Level. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Level, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Level provided always that the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and further provided that such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.

(B) Subject to 57.8.3(A) above, where the Contractor seeks such adjustment or extension, the Authority will proceed in accordance with Clause 17.1 (Variation) or any agreed alternative change control procedure to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within 8 weeks of the occurrence of the change in DEFSTAN 05-138 or Cyber Risk Level or such longer period as may be agreed by the Parties, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk Level whether or not the Contractor Change Proposal is rejected. In the event that the Contractor does not agree with the Authority's determination, then the provisions of Clause 53 (Dispute Resolution Procedure) or any agreed alternative dispute resolution procedure shall apply.

57.8.4 The Contractor shall not recover any costs and/or other losses under or in connection with this Clause where such costs and/or other losses are recoverable or have been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Contractor and the Authority or with other bodies.

PART XII – INTELLECTUAL PROPERTY, INFORMATION AND DISCLOSURE

58. OWNERSHIP OF INTELLECTUAL PROPERTY

- 58.1 The Contractor shall not by virtue of this Agreement acquire any right, title or interest in any IPR owned by or licensed to the Authority (including Authority IPR) other than under the licences expressly set out in this Agreement.
- 58.2 The Authority shall not by virtue of this Agreement acquire right, title or interest in any Contractor Background IPR, or any Third Party IPR other than under the licences expressly set out in this Agreement.
- 58.3 All IPR created or developed by or on behalf of the Contractor (including by any Contractor Related Party or any COI Associate) under or for the purposes of this Agreement or the Services, and any modifications, updates and developments of Authority IPR or of Third Party IPR supplied by the Authority to the Contractor or any Contractor Related Party for the purpose of this Agreement that (in either case) are created by or on behalf of the Contractor (including by any Contractor Related Party or any COI Associate) shall be owned by and vest in the Authority (the "Authority Foreground IPR").
- 58.4 The Contractor hereby assigns (or shall procure the assignment of) all right, title and interest in any present and future Authority Foreground IPR to the Authority with full title guarantee. The Contractor shall (and shall procure that any Contractor Related Party or any COI Associate shall) execute all documents and do all such acts and things as the Authority may reasonably require to give full effect to the terms of Clause 58.3 and this Clause 58.4 and to perfect the Authority's title to Authority Foreground IPR. The Contractor shall mark any copyright work bearing or embodying any Authority Foreground IPR or on which Authority Foreground IPR is recorded with the legend "© Crown-owned copyright [insert the year of generation of the work]". The Contractor shall procure the waiver by any Contractor Related Party or any COI Associate of any moral rights that they may have in the Authority Foreground IPR.

59. LICENCE OF AUTHORITY IPR

- 59.1 The Authority hereby grants to the Contractor, and to each Contractor Related Party, for the Term only, a non-exclusive, royalty-free, non-transferable, sub-licensable licence to use all such Authority IPR to the extent necessary for the purpose of the Contractor's performance of this Agreement and the Services. The Authority may at its discretion and by written notice to the Contractor impose restrictions on the Contractor's or any Contractor Related Party's use of that IPR to specific purposes within the scope of this Agreement and the Services.
- 59.2 The Authority gives no warranty as to the suitability of any Authority IPR for the purpose of the Contractor or any Contractor Related Party performing the obligations of the Contractor under this Agreement and the Services. The Contractor shall not (and shall procure that any Contractor Related Party shall not) do anything which will prejudice the rights of ownership by the Crown or the Authority of any of the Authority IPR.
- 59.3 The Contractor and the Contractor Related Parties shall have no other rights to use the Authority IPR other than as set out in this Agreement.

60. LICENCE OF CONTRACTOR IPR

60.1 The Contractor hereby grants (and shall procure that any Contractor Related Party or any COI Associate grants) to the Authority a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferable licence or sub-licence to grant (with the right to grant sub-licences) to use, copy, modify and disclose the Contractor Background IPR to:

60.1.1 receive, use and otherwise have the full benefit of this Agreement and the Services and any replacement, substitute or follow-on services;

60.1.2 operate, perform, maintain, modify, update and develop the Services or any part of them, and to provide or receive replacement, substitute or follow-on services (including where provided by a replacement contractor);

60.1.3 enable the Authority to receive, use and obtain the full benefit of the Deliverables and any IPR therein;

60.1.4 operate, perform, maintain, modify, update and develop the services, duties, obligations and functions of the Authority (including the procurement of defence equipment, providing support and logistics and management of equipment, (including support and logistics) through its life);

60.1.5 perform any review, audit, or legal duty (statutory or otherwise);

60.1.6 integrate the Services with the Authority's procurement, operation and support of Authority assets with which the Services are reasonably associated at any time during or after the Term;

60.1.7 conduct any UK governmental purpose which may be connected with the use of the Services; and

60.1.8 (in addition to the provisions of Clause 60.1.2) run a competition in relation to the provision of replacement, substitute or follow-on services.

60.2 The Contractor shall not (and shall procure that any Contractor Related Party and any COI Associate shall not) assign or otherwise transfer or dispose of any Contractor Background IPR to any Third Party during or after the Term unless it preserves for the Authority the rights granted to it under this Agreement.

60.3 The Authority shall be entitled to sub-license the rights to use, copy, modify and disclose the Contractor Background IPR set out in Clause 60.1 to any Authority Related Party for any of the purposes referred to in Clauses 60.1.1 to 60.1.8.

60.4 The licences and rights referred to in this Clause 60 (Licence of Contractor IPR) shall survive any expiry or termination, for whatever reason, of this Agreement.

61. LICENCE AND SUB-LICENCE OF THIRD PARTY IPR PROVIDED BY THE CONTRACTOR

61.1 The Contractor shall promptly notify the ADT Commercial Lead whenever the Contractor or any Contractor Related Party requires use of Third Party IPR, other than COTS IPR, for the purpose of providing the Services.

61.2 The Contractor shall ensure that all licences entered into with Third Parties for the right to use Third Party IPR, notified in accordance with Clause 61.1, shall be held either in its own name or that of the relevant Contractor Related Party as licensee.

61.3 In respect of all licences referred to in Clause 61.2, the Contractor shall ensure that each licence either:

61.3.1 grants the Contractor or Contractor Related Party the right to grant a perpetual, irrevocable and transferable sub-licence (with the right to grant sub-sub-licences) of the Third Party IPR to the Authority (or to any other person nominated by the Authority); or

61.3.2 grants to the Authority a non-exclusive, perpetual and irrevocable right (with the right to grant sub-licences) to the Third Party IPR, in each case, that will allow the Authority to use, copy, modify and disclose the Third Party IPR to a substantially similar extent to that licensed to the Contractor or Contractor Related Party and for the purposes set out in Clause 60.1.1 to 60.1.8.

61.4 Where the Contractor is unable to obtain the terms set out in Clause 61.3 from any Third Party it shall obtain the Authority's consent before entering into a licence with such Third Party for use of the Third Party IPR (such consent shall be entirely at the Authority's discretion) or, alternatively, the Authority may enter into a direct licence with such Third Party with a right for the Contractor or any Contractor Related Party to use such Third Party IPR on the Authority's behalf.

61.5 Any royalties or other fees payable in obtaining or exercising any licence or sub-licence of Third Party IPR, or any fees which are incurred using any right granted under them in accordance with the terms and conditions of this Agreement, shall be for the account of the Contractor.

61.6 On the Termination Date or the Expiry Date (as applicable) the Contractor shall procure the novation, at its own expense, of all licences of Third Party IPR obtained by the Contractor in accordance with Clause 61.2 to the Authority (or, at the Authority's request, to an Authority Related Party).

61.7 Prior to the Termination Date or the Expiry Date (as applicable), at the Authority's request the Contractor shall procure a transferable, perpetual, irrevocable, nonexclusive, licence for the Authority to use, disclose and to sub-licence the Third Party IPR for the purposes set out in Clause 60.1.1 to 60.1.8 and the provisions in Clause 61.5 shall apply to any such licence.

62. PROTECTION OF INFORMATION

62.1 Notwithstanding Clause 37 (Government Furnished Assets and Contractor Assets), in respect of all information, documents and other materials in any form and any other articles used for the purposes of this Agreement, either or both relating to or bearing in embodying any Authority IPR, Third Party IPR or Contractor Background IPR, or on which any such IPR is recorded, the Contractor shall:

62.1.1 mark that information with a notice regarding confidentiality or ownership as the Authority may notify from time to time and shall not delete or modify any copyright notices contained within the information, documents, other materials or articles;

62.1.2 ensure the back-up and storage in safe custody of all data, materials and documents in accordance with JSP 440, those back-ups to be available to the Authority on reasonable request; and

62.1.3 promptly restore the items referred to in Clause 62.1.2 if they are lost or corrupted.

63. CONTRACTOR'S IPR INDEMNITY

63.1 The Contractor shall indemnify the Authority (and the Authority Related Parties) fully from and against all claims arising out of or in connection with any actual or alleged infringement of Third Party IPR arising from the performance of this Agreement or the Services by the Contractor or by any Contractor Related Party or from the Authority's receipt and use of the Services or the exercise of its rights granted under this Agreement (an "IPR Claim").

63.2 If, in respect of an IPR Claim, any part of the Services, the Contractor Background IPR, the Authority Foreground IPR or anything else provided by the Contractor (or Contractor Related Parties or any COI Associate) under this Agreement is alleged to or is held to constitute an infringement of Third Party IPR (an "Infringing Part"), the Authority may require the Contractor to:

63.2.1 procure for the Authority the right to continue using the Infringing Part;

63.2.2 modify the Infringing Part so that it is non-infringing, without materially detracting from its overall functionality, performance or compatibility or from the overall performance of the Contractor's obligations under this Agreement; or

63.2.3 replace the Infringing Part with other non-infringing items or services that have an equivalent functionality, performance and compatibility.

63.3 The indemnity in Clause 63.1 shall not apply in respect of a claim to the extent that it arises from:

63.3.1 the use of Contractor Background IPR or Third Party IPR by the Authority otherwise than in accordance with the terms of this Agreement and any applicable licence or sub-licence conditions provided that these have been notified to the ADT Commercial Lead on the grant of the applicable licence or sub-licence; or

63.3.2 any modification or development carried out by or for the Authority to any item supplied by the Contractor (or Contractor Related Parties) under this Agreement, where such modification or development is not authorised or approved by the Contractor.

63.4 Subject to Clause 63.5, in relation to any IPR Claim:

63.4.1 the Contractor shall have control of and be allowed to conduct all negotiations and proceedings;

63.4.2 the Authority shall provide the Contractor with such reasonable assistance as is required by the Contractor, regarding the IPR Claim; and

- 63.4.3 the Authority shall not without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed), make any admission relating to the claim or attempt to settle it.
- 63.5 In relation to the settlement or agreement of any terms or any payment relating to any IPR Claim in respect of which the Authority exercises its rights of Crown Use, the Authority shall be entitled to take such steps as may be required to comply with Applicable Law, and the Contractor shall provide the Authority with such reasonable assistance as is required by the Authority, regarding such steps and the IPR Claim; and
- 63.6 The Authority shall indemnify the Contractor (and the Contractor Related Parties) in full against all Losses arising out of or in connection with any actual or alleged infringement of Third Party IPR which results from the use by the Contractor (or the Contractor Related Parties) of any Authority IPR (excluding any Authority Foreground IPR) or Third Party IPR provided by the Authority to the Contractor or Contractor Related Party for the purposes of this Agreement (a "Contractor IPR Claim").
- 63.7 The indemnity in Clause 63.6 shall not apply in respect of any Contractor IPR Claim to the extent that it arises from:
- 63.7.1 the use of such Authority IPR or Third Party IPR by the Contractor or a Contractor Related Party otherwise than in accordance with the terms of this Agreement and any applicable licence or sub-licence conditions provided that these have been notified to the Contractor's Representative in writing; or
- 63.7.2 any modification or development carried out by or for the Contractor to any item supplied by the Authority under this Agreement, where such modification or development is not authorised or approved in writing by the Authority.
- 63.8 In relation to any Contractor IPR Claim under the provisions of Clause 63.6:
- 63.8.1 the Authority shall have control of and be allowed to conduct all negotiations and proceedings; and
- 63.8.2 the Contractor shall provide the Authority with such reasonable assistance as is required by the Authority regarding the Contractor IPR Claim; and
- 63.8.3 the Contractor shall not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed) make any admission relating to the Contractor IPR Claim or attempt to settle it.
- 63.9 Subject to Clause 63.4 and Clause 63.8 (as applicable), each Party shall consult with the other Party in relation to any negotiations and proceedings relating to any IPR Claim or Contractor IPR Claim, acting reasonably, shall have regard to the reasonable views and comments of the other Party in relation to the conduct of such negotiations and proceedings.

64. FURTHER ASSURANCES

- 64.1 The Contractor undertakes to execute all documents and do all acts which may be necessary for the Authority to obtain the benefit of Clauses 57 (Cyber) to 63 (Contractor's IPR Indemnity), including consenting to the registration of any licence against any IPR which is registered.

64.2 The Contractor shall register all licences granted to it to use any registered Third Party IPR.

64.3 The Contractor shall, on request by the Authority, enter into negotiations to grant the Authority a licence of Contractor Background IPR or a sub-licence of Third Party IPR on fair and reasonable terms for use for any purpose not permitted by this Agreement.

64.4 The Contractor shall immediately notify the Authority in writing (which for this purpose does not include email) if it becomes aware of any actual, suspected or threatened infringement of, or other claim in relation to, the Authority IPR. The Authority shall decide what action, if any, to take and any award of costs or damages or other compensation payment recovered shall be for the account of the Authority. The Contractor shall (and shall procure that any Contractor Related Party shall) (at the Authority's cost) provide any assistance which the Authority requires in connection with any of these matters.

65. USE AND SHARING OF KNOW HOW

65.1 Subject to Clause 67 (Confidentiality), the Contractor shall (and shall procure that any Contractor Related Party shall), save to the extent prohibited by Applicable Law and any rights of or obligations to Third Parties (other than Contractor Related Parties and COI Associates), share information and know-how relating to the Agreement and the Services with the Authority and, as directed by the Authority, with Authority Related Parties (including contractors and service providers of the Authority providing equivalent services in relation to any other areas of DE&S) and other Third Parties.

66. DATA PROTECTION

66.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority and the Contractor will be considered the Controllers and the Authority and the Contractor will be considered the Processors. The only processing that the Contractor is authorised to do is listed in Schedule Q (Processing, Personal Data and Data Subjects) by the Authority and may not be determined by the Contractor.

66.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

66.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

66.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

66.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

66.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

66.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

66.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

66.4.1 process that Personal Data only in accordance with Schedule Q (Processing, Personal Data and Data Subjects), unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

66.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

- (A) nature of the data to be protected;
- (B) harm that might result from a Data Loss Event;
- (C) state of technological development; and
- (D) cost of implementing any measures;

66.4.3 ensure that:

- (A) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule Q (Processing, Personal Data and Data Subjects));
- (B) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

66.4.4 do not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following Clauses are fulfilled:

- (A) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
- (B) the Data Subject has enforceable rights and effective legal remedies;
- (C) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (D) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

66.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

66.5 Subject to Clause 66.6, the Contractor shall notify the Authority immediately if it:

66.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

66.5.2 receives a request to rectify, block or erase any Personal Data;

66.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

66.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

66.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

66.5.6 becomes aware of a Data Loss Event.

66.6 The Contractor's obligation to notify under Clause 66.5 shall include the provision of further information to the Authority in phases, as details become available.

66.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 66.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

66.7.1 the Authority with full details and copies of the complaint, communication or request;

66.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

66.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

66.7.4 assistance as requested by the Authority following any Data Loss Event;

66.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

66.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

66.8.1 the Authority determines that the processing is not occasional;

- 66.8.2 the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- 66.8.3 the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 66.9 The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 66.9.1 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 66.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- 66.10.1 notify the Authority in writing of the intended Sub-processor and processing;
- 66.10.2 obtain the written consent of the Authority;
- 66.10.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 66 such that they apply to the Sub-processor; and
- 66.10.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 66.11 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 66.12 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 66.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 66.14 The Contractor shall fully indemnify, keep indemnified and hold harmless the Authority on demand from and against any and all Losses arising out of or in connection with the Contractor's (or its subprocessor's) failure to comply with provisions of this Clause 66 or Data Protection Law. Losses shall include (without limitation) investigative and remediation expenses, legal fees and costs, costs of mailing notice of a Security Incident, expenses incurred in responding to a Data Protection Regulator, public relations consulting expenses, expenses to set up a call centre, credit monitoring services expenses and regulatory fines or penalties.

67. CONFIDENTIALITY

67.1 The Parties agree that provisions of this Agreement and each of the Associated Contracts shall, subject to Clause 67.2, not be treated as Commercially Confidential Information and may be disclosed without restriction.

67.2 Clause 67.1 shall not apply to any of those provisions of this Agreement, or to any information contained within an Associated Contract, which is designated as Commercially Sensitive Information. Any such provision of information shall, subject to Clause 70.1 (Contractor Right to Request Confidentiality), be kept confidential for the periods specified in Schedule G (Contractor's Commercially Sensitive Information) or otherwise agreed by the Parties.

67.3 Notwithstanding the provisions of Clause 67.1, each Party shall:

67.3.1 treat all information it receives from the other Party under this Agreement or Associated Contracts or in connection with the provision of the Services as Commercially Confidential Information;

67.3.2 only disclose such information to those of the Contractor Related Parties or Authority Related Parties having a need to know for the purposes of this Agreement and the Services and the Associated Contracts;

67.3.3 not copy any information otherwise than for the purposes of this Agreement; and

67.3.4 not disclose any such information to Third Parties except as permitted under, and subject to the provisions of, Clause 23 (Conflicts of Interest) and Clause 70 (Disclosure).

67.4 The Contractor shall ensure that all Engaged Personnel are aware of the obligations set out in Clause 67.3 prior to receiving any information.

67.5 Upon expiry or termination of this Agreement for any reason, save to the extent permitted to be retained under this Agreement or required to be retained by Applicable Laws, the Contractor shall (and shall procure that each Contractor Related Party shall) destroy or return to the Authority all Authority Commercially Sensitive Information of the Authority or any Authority Related Party in its possession or control.

67.6 The provisions of this Clause 67 (Confidentiality) and Clause 70 (Disclosure) shall supersede and replace any other confidentiality undertakings agreed in writing between the Parties with respect of the subject matter of this Agreement prior to the date of this Agreement.

68. CONTROLLED INFORMATION

68.1 The Contractor shall, and shall procure that the Contractor Related Parties shall:

68.1.1 not use Controlled Information other than in connection with the provision of the Services;

68.1.2 not copy the Controlled Information except as strictly necessary for the purpose of provision of the Services;

68.1.3 not disclose the Controlled Information to any Third Party (other than any Engaged Personnel) without the prior written notice of the Authority;

68.1.4 take all reasonable measures to protect the Controlled Information against unauthorised access and against loss; and

68.1.5 take all reasonable measures to ensure that:

- (A) Controlled Information is disclosed to Engaged Personnel only to the extent necessary for provision of the Services; and
- (B) Engaged Personnel to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Clause 66 (Data Protection).

68.2 Where Controlled Information is provided to the Contractor or to any Engaged Personnel, the Contractor shall:

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

68.2.2 maintain this register for the duration of this Agreement and for two (2) years following the Expiry Date or Termination Date (as applicable);

68.2.3 make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Clause 68 (Controlled Information); and

68.2.4 upon expiry or termination of this Agreement for any reason, the Contractor shall (and shall procure that each Contractor Related Party shall):

- (A) return to the Authority all original and duplicate copies of the Controlled Information; or
- (B) at the Authority's request, destroy these copies and provide a certificate of destruction to the Authority.

68.3 The restrictions on the copying, use or disclosure in Clauses 68.1.1 to 68.1.3 (inclusive) shall not apply to Controlled Information to the extent that the Contractor can demonstrate that the information in question:

68.3.1 is already in, or comes into, the public domain otherwise than as a result of a breach of this Clause 66 (Data Protection);

68.3.2 was already known to the Contractor (or where applicable, the Contractor Related Party), without restrictions on disclosure or use, prior to the Contractor (or where applicable, the Contractor Related Party) receiving it under or in connection with this Agreement; or

68.3.3 was lawfully provided by a Third Party without restriction on use or further disclosure.

69. LEGAL ADVICE

69.1 This Clause 69 (Legal Advice) is without prejudice to any duties of confidentiality or restrictions on disclosure pursuant to the Agreement, including under Clause 67 (Confidentiality), Part XII (Security) and Schedule F (COI).

69.2 The Contractor shall ensure that the Privilege and Confidentiality Agreement is executed by all Engaged Personnel at the same time as the Letter of Placement and prior to

starting work under the relevant Approved Tasking Order. A copy of each document shall be provided to the Authority.

- 69.3 The Contractor acknowledges and agrees that under the terms of the Privilege and Confidentiality Agreement the Engaged Personnel may not disclose to the Contractor any Legal Advice (as defined in that Privilege and Confidentiality Agreement), and the Contractor shall not request that any Engaged Personnel do so. The Contractor shall immediately return to the Authority (and delete from its computer systems and any electronic information retrieval system) any such Legal Advice that it receives, or in any way whatsoever obtains access to, which has not been made available to it directly by, or with the authorisation of, the Authority or any Authority Related Party (other than Engaged Personnel).

70. DISCLOSURE

- 70.1 The obligations set out under Clauses 67.2 (Confidentiality) and 67.3 (Confidentiality) not to release information to Third Parties shall not apply to:

70.1.1 any disclosure by the Authority of information comprising Authority Foreground IPR;

70.1.2 any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under the Agreement to the extent required for the performance of those obligations;

70.1.3 any disclosure of information which a Party can demonstrate is already in, or comes into, the public domain otherwise than as a result of a breach of Clause 67 (Confidentiality);

70.1.4 any disclosure to enable a determination to be made under Clause 53 (Dispute Resolution Procedure);

70.1.5 any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the Party making the disclosure or the rules of any stock exchange or governmental or regulatory authority (whether having the force of law or if not having the force of law) compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;

70.1.6 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;

70.1.7 any disclosure of information to the Parties' own professional advisers, insurance advisers or lenders;

70.1.8 any disclosure by the Authority of information as may be reasonably required:

- (A) for the purpose of conducting a due diligence exercise, to any proposed contractor, its advisers and lenders, should the Authority decide to retender all or part of the Agreement or a replacement or continuation thereof or any part thereof;
- (B) in the course of carrying out its public functions;
- (C) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement; or

- (D) for any other purpose in the exercise of the Authority's rights of disclosure and use set out under Clauses 58 (Ownership of Intellectual Property) to 65 (Use and Sharing of Know How);
- 70.1.9 any disclosure of information by the Authority to any Government Body or their respective advisers or to any person engaged in providing services to the Authority for any purpose related to or ancillary to the Agreement;
- 70.1.10 any disclosure of information for the purpose of:
- (A) the examination and certification of the Authority's or the Contractor's accounts;
- (E) any 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; or
- (F) (without prejudice to the generality of Clause 70.1.5 compliance with the FOIA or the Environmental Information Regulations, provided that neither Clause 70.1.5 nor Clause 70.1.10(C) shall permit disclosure of Commercially Confidential Information that would not be disclosed in accordance with Clause 67.3 where that information is exempt from disclosure under section 41 of the FOIA or regulation 12 of the Environmental Information Regulations;
- 70.1.11 any disclosure of information by the Contractor to a Sub-contractor where the Sub-contractor has a need to know such information for the purpose of the relevant Sub-contract (but provided the Sub-contractor is under obligations of confidentiality no less onerous than those in this Agreement); or
- 70.1.12 any disclosure of information that was, is or becomes available to the Authority on a non-confidential basis from a person who, to the Authority's knowledge, is not bound by a confidentiality agreement with the Contractor Group or otherwise prohibited from disclosing the information to the Authority.
- 70.2 Where disclosure is permitted under the provisions of this Clause 70 (Disclosure) the Party disclosing the information shall procure that the recipient of the information shall be subject to obligations of confidentiality no less onerous than those contained in this Agreement. This obligation shall not however apply to disclosures of information made under the provisions of Clauses 70.1.3, 70.1.5, 70.1.6, 70.1.8(D), 70.1.10(B) and 70.1.10(C).
- 70.3 The Contractor shall not (and shall procure that the Contractor Related Parties shall not) make use of the Agreement or any Commercially Confidential Information issued or provided by or on behalf of the Authority in connection with the Agreement otherwise than for the purpose of the Agreement and the Services, except with the written consent of the Authority (or information that could be disclosed by the Contractor to Third Parties under the provisions of Clauses 70.1.3 or 70.1.6).
- 70.4 Where the Contractor, in carrying out its obligations under the Agreement, is provided with information by or on behalf of the Authority relating to any person, the Contractor shall not disclose or make use of any such information, otherwise than for the purpose for which it was provided, unless the Contractor has obtained the prior written consent of the Authority.
- 70.5 Where the Contractor, in carrying out its obligations under the Agreement, is provided with information by or on behalf of a Third Party relating to any person, the Contractor shall not disclose or make use of any such information, otherwise than for the purpose for which it was provided, unless the Contractor has obtained the prior written consent of the Third Party.
- 70.6 The Contractor shall not, and shall ensure that the Contractor Related Parties do not:

70.6.1 disclose or permit disclosure of any details of this Agreement to the news media or any Third Party other than Sub-contractors (and then only to the extent required in order to perform the relevant Sub-contract) or make any press announcements or publicise this Agreement or its contents in any way;

70.6.2 use the Authority's name or brand in any promotion or marketing or announcement of orders; or

70.6.3 disclose that the Authority is a customer or client of the Contractor, without the prior written consent of the Authority (which shall not be unreasonably withheld or delayed).

70.7 The provisions of this Clause 70 (Disclosure) and Clause 71 (Contractor Right to Request Confidentiality) are without prejudice to the application of the Official Secrets Acts 1911 to 1989, Clause 23 (Conflicts of Interest), 54(Security Measures) and Clause 66 (Data Protection).

71. CONTRACTOR RIGHT TO REQUEST CONFIDENTIALITY

71.1 The Contractor may at any time request in writing, stating reasons, that the Authority keeps particular information confidential and does not disclose it to Third Parties. The Contractor may further request in writing at any time that, where the Authority discloses information pursuant to Clause 73 (Freedom of Information Act), the Authority make representations to the recipient of such information as to the desirability of keeping such information confidential. Any such request by the Contractor shall be accompanied by a document setting out in writing the requested representations. The Authority shall act reasonably when considering whether to make such representations.

72. NOT USED

73. FREEDOM OF INFORMATION ACT

73.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the Authority's compliance with its information disclosure requirements pursuant to the same in the manner provided for in this Clause 73 (Freedom of Information Act).

73.2 Where the Authority receives a Request for Information (as defined in the FOIA) in relation to information that the Contractor is holding on its behalf and which the Authority does not hold itself, the Authority shall refer to the Contractor such Request for Information as soon as reasonably practicable and in any event within five (5) Business Days of receiving a Request for Information and the Contractor shall:

73.2.1 provide the Authority with a copy of all such information in the form that the Authority requires as soon as reasonably practicable and in any event within ten (10) Business Days (or such other period as the Authority acting reasonably may specify) of the Authority's request; and

73.2.2 provide all necessary assistance as reasonably requested by the Authority in connection with any such information, to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations (as applicable).

73.3 Following notification under Clause 73.2, and up until such time as the Contractor has provided the Authority with all the information specified in Clause 73.2.1, the Contractor may make representations to the Authority as to whether or not or on what basis information requested

should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Authority shall be responsible for determining at its absolute discretion:

73.3.1 whether information is exempt from disclosure under the FOIA and the Environmental Information Regulations; and

73.3.2 whether information is to be disclosed in response to a Request for Information and in no event shall the Contractor respond directly, or allow any Sub-contractor to respond directly, to a Request for Information unless expressly authorised to do so by the Authority.

73.4 The Contractor acknowledges that (notwithstanding the provisions of Clauses 67 (Confidentiality) to Clause 72 (Publication) and this Clause 73 (Freedom of Information Act) the Authority shall act in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA (the "Code").

73.5 When acting in accordance with the Code, the Authority may be obliged in certain circumstances under the FOIA or the Environmental Information Regulations to disclose information concerning the Contractor or DE&S:

73.5.1 without consulting the Contractor; or

73.5.2 following consultation with the Contractor (having taken its views into account).

74. LIMITATIONS OF LIABILITY

Unlimited liabilities

74.1 Neither Party limits its liability for:

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

74.1.2 fraud or fraudulent misrepresentation by it or its employees;

74.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

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

74.2 The financial caps on the Contractor's liability set out in Clause 74.4 below shall not apply to the following:

74.2.1 for any indemnity given by the Contractor to the Authority under this Contract;

74.2.2 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

74.2.3 the Contractor's indemnity in relation to TUPE at Schedule N (Transfer Regulations); and

74.2.4 breach by the Contractor of DEFCON 532B and Data Protection Legislation;

74.3 The financial caps on the Authority's liability set out in Clause 74.5 below shall not apply to the following:

74.3.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to DEFCON 632 and

74.3.2 the indemnity given by the Authority in relation to TUPE under Schedule N (Transfer Regulations) shall be unlimited; and

Financial limits

74.4 Subject to Clauses 74.10 and 74.2 and to the maximum extent permitted by Law:

74.4.1 the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

74.4.1.1 in respect of DEFCON 76(Redacted) in aggregate;

74.4.1.2 in respect of DEFCON 514(Redacted) in aggregate;

74.4.1.3 in respect of DEFCON 611 (Redacted) in aggregate; and

74.4.1.4 Not used

74.4.2 without limiting Clause 74.4.1 and subject always to Clauses 74.1, 74.2 and 74.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £2,860,000 in aggregate.

74.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 74.4.1 and 74.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 74.4.1 and 74.4.2 of this Contract.

74.5 Subject to Clauses 74.1, 74.3, 74.3.3 and 74.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

74.6 Clause 74.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

74.7 Subject to Clauses 74.1, 74.2 and 74.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

74.7.1 indirect loss or damage;

74.7.2 special loss or damage;

74.7.3 consequential loss or damage;

- 74.7.4 loss of profits (whether direct or indirect);
 - 74.7.5 loss of turnover (whether direct or indirect);
 - 74.7.6 loss of business opportunities (whether direct or indirect); or
 - 74.7.7 damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.
- 74.8 The provisions of Clause 74.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
- 74.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - 74.8.1.1 to any third party;
 - 74.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - 74.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 74.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
 - 74.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
 - 74.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
 - 74.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;
 - 74.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
 - 74.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
 - 74.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which

result in such fine or penalty; or

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

Invalidity

74.9 If any limitation or provision contained or expressly referred to in this Clause 74 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 74.

Third party claims or losses

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

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

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

No double recovery

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

SCHEDULE A

FINANCE SUPPORT DELIVERY PARTNER

SCHEDULE OF REQUIREMENTS

	MINISTRY OF DEFENCE	
Contractor Grant Thornton UK LLP 30 Finsbury Square London EC2A 1AG	Schedule of Requirements for FINANCE SUPPORT DELIVERY PARTNER	Contract No. - CCDT/662 (700664373) Issued with DEFFORM 47 On 02/08/2021

Requirements (Further details within the Statement of Requirements (Annex A to Schedule A) to this contract)

SCHEDULE OF REQUIREMENTS		(Not to Exceed) NTE Limit of Liability per year		Option (Limit of Liability)
Item No.	Description	Year 1 £	Year 2 £	Year 3 £
1	Specific Assignments (Statement of Requirements – Core Element 1)	Redacted	Redacted	
2	Specialist Requirements (Statement of Requirements – Core Element 2)	Redacted	Redacted	

Appendix A to Schedule A

STATEMENT OF REQUIREMENTS

1. INTRODUCTION AND BACKGROUND

- 1.1 The Authority requires a Finance¹ Support Delivery Partner (FSDP) to assist in the delivery of Finance and Accounting (F&A) support services. The scope of the FSDP requirement covers the full suite of services currently provided through existing routes, as well as additional services and support that may be required in the future. A background supplementary document (copy in Data Room) describes the Defence Equipment and Support (DE&S) and Submarine Delivery Agency (SDA) organisational structure and to provide context on how the Finance function operates within these Domains.

2. REQUIREMENT OVERVIEW

- 2.1 The Authority is seeking the provision of an FSDP to assist in the delivery of F&A support services and temporary resourcing.
- 2.2 The FSDP requirement is set out in two main elements of this Schedule, detail of which can be found in Section 5:
- (A) Resources (team or an individual) for a specific assignment.
 - (B) Delivery of defined Services (Specific Tasks).

3. NOT USED

4. CORE CAPABILITIES OF THE FINANCE SUPPORT DELIVERY PARTNER

- 4.1 The Authority requires an FSDP to assist in the delivery of a wide range of Finance and Accounting related support services. The Delivery Partner will be required to provide a range of specialist and expert personnel/services including (but not limited to):

- 4.1.1 Financial Management – Produce robust financial forecasts, scrutiny of actuals and explanations of variances with a drive to improve the trend of forecasts against both actuals and budgets. Provide insightful commentary to focus on key issues and decisions required.
- 4.1.2 Financial Accounting – Accounts Management and preparation of financial statements; tax guidance; advice and assurance on legislation, accounting policy treatments and procedures, financial audit.
- 4.1.3 Management Accounting – Integrity, consistency and accuracy of The Authority's Operating and Equipment Plan management accounts. Planning, budgeting, forecasting and in-year performance reporting including industry. Business case and investment appraisal development, scrutiny and challenge.
- 4.1.4 Finance Advisory – Finance business partnering ultimately to the Domain Director; financial and accounting stewardship; enforcement of and contribution to finance and accounting best practice, policy and ethics;

¹ For the purposes of this requirement the term 'Finance' refers to the current product and services provided by the Finance and Accounting Function.

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issue escalation if and when required, acts as finance Subject Matter Expert (SME) for F&A and PC-CC² functions and the wider business.

- 4.1.5 Inventory Accounting – Inventory Accountants oversee the analysis and financial accounting of inventory consumption and stock movements, the scrutiny and challenge of the monthly inventory forecast including pricing accuracy and ensuring compliance with MoD/DE&S Inventory policies and procedures.
- 4.1.6 Assurance and Audit – Audit activities comprising the evaluating and checking the accuracy of accounting entries present within The Authority's financial accounts, including compliance with internal controls, policies and business processes; and assurance the process of analysing and assessing accounting entries and financial records.
- 4.1.7 Forensic Accounting- The speciality practice area of accounting that describes engagements that result from actual or anticipated disputes or litigation.

5. REQUIREMENT CORE ELEMENTS

5.1 Resource Tasks (team or an individual) for a specific assignment

- 5.1.1 The Contractor shall provide personnel for resource augmentation to cover specific resource shortfall for one or more individuals as part of a team required to undertake an assignment, using the relevant Success Profile Level/Standard for that resource. For details of the resource specifications (Success Profiles and a definition of the requisite qualifications) required to deliver against the requirements, a summary is provided in Annex 1.
- 5.1.2 The Authority requires business and people capabilities and standards that need to be suitable for a wide range Support Services across the F&A Function. It is anticipated that 80% of the contract resource demand will be in the Level 1 to 3 space with the balance at Level 4 to SLG (see Annex 1: Table 1 & 2 for definition of each level). - This will be captured by the ITT and contract

5.2 Delivery of Defined Services (Specific Tasks)

- 5.2.1 For Specific Tasks, the Contractor shall provide a cost (against the Annexed Rate Card) and milestones against the Authority's Statement of Requirements for the Authority to consider and accept. On acceptance by both Parties the Contractor will manage and complete the Specific Task. All such tasks will be output based and time bound against critical acceptance criteria
- 5.2.2 The Authority, if required, shall Task for resources not defined by a specific Success Profile Level/Standard. These requests should be considered exceptional and will be agreed between the Parties.

6. REQUIREMENT DELIVERABLES

² Project Controls – Cost Control

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- 6.1 Contract Management - This will form part of the contract conditions
 - 6.1.1 The Contractor shall be required to attend monthly governance meetings in order to review Management information provided by the Contractor. Details of Management Information meetings and obligations will be added to the contract.
 - 6.1.2 The Contractor is required to supply monthly Management Information (MI) reporting to The Authority for review during the governance meetings. This will be provided two working days prior to Progress Meetings / Conference Calls and will include:
 - 1. Progress against the Production and Delivery Schedule.
 - 2. Progress against forecast spend.
 - 3. Progress on Risk mitigation.
 - 4. New Risks.
 - 5. Progress in supplying resources, on-boarding mobilisation and demobilisation.
 - 6. Access to MI
- 6.2 Training
 - 6.2.1 Will successfully complete all mandatory induction training, during onboarding and prior to deployment, as required by the Authority the Contractor unless otherwise detailed in the FSDP Tasking Order Form. Material in respect of any Authority Induction training will be provided to the Contractor to enable the development and delivery of induction training.

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ANNEX 1 – SUCCESS PROFILES & SPECIALIST REQUIREMENTS SUMMARY

Success Profiles Roles provide the detailed profile descriptions and describe the type of activities, expected behaviours, skills, experience of staff at a specific level within the Organisation. The profiles are not project or task specific. The full detailed documentation containing the Success Profiles can be seen in Annex 2. Please note there may be adjustments to Success Profiles.

TABLE 1 – FINANCE AND ACCOUNTING SUCCESS PROFILES

Function		Finance					
Functional Towers		Management	Financial Accounting	Management Accounting	Inventory Accounting	Finance Advisory	Cost Control (Cross referenced with Project Controls)
Levels							
5	Senior Professional	Head of Area				Lead Finance Business Partner	Lead Cost Control Finance
4	Professional I		Senior Financial Accountant	Senior Management Accountant	Senior Inventory Accountant	Senior Finance Business Partner	Senior Cost Control Finance
3	Professional II		Financial Accountant	Management Accountant	Inventory Accountant		
2	Senior Administrator / Senior Specialist		Finance Officer – Senior Technician				
1	Administrator / Specialist		Finance Officer – Technician				
	Graduate (GRA)		Finance Graduate				
	Apprentice (APP)		Finance Apprentice				

TABLE 2 – SENIOR LEADERSHIP GROUP PROFILES

Level	Function – Finance
	Senior Leadership Group (SLG)
SLG – 3*	Director General Resources
SLG – 2*	Director of Financial Planning and Analysis
SLG – 1*	Head of Centre of Expertise
	Chief Financial Officer
	Corporate Function Manager

TABLE 3 – SPECIALIST REQUIREMENTS

<i>Level</i>	<i>RP Level</i>	<i>Example Attributes</i>
<i>Partner</i>	<i>Senior Leadership Group</i>	<ul style="list-style-type: none"> • <i>Extensive experience in one or more of the following: Finance; Audit; Project Control or Management Consultancy.</i> • <i>Experience of leading and/or directing major, complex and Business critical Projects/Programmes</i> • <i>Extensive experience in Change Management and embedding Change into the Business</i>
<i>Director</i>	<i>Senior Professional</i>	<ul style="list-style-type: none"> • <i>Extensive experience in one or more of the following: Finance; Audit; Project Control or Management Consultancy.</i> • <i>Experience of leading and/or directing major, complex and Business critical Projects/Programmes</i> • <i>Experience in Change Management and embedding Change into the Business</i> • <i>A Chartered Professional or equivalent</i> • <i>Advance degree in Business, Finance, Accounting, Audit or similar</i> • <i>15+ Years' experience in their specialist field</i>
<i>Managing Consultant</i>	<i>Professional I</i>	<ul style="list-style-type: none"> • <i>10 + years' experience and in-depth knowledge of their specialist field</i> • <i>Previous experience in Finance, Audit or Project Controls</i> • <i>Experience of problems/issues facing Public Sector Organisations</i> • <i>Evidence to support experience and qualifications in specialist field</i>
		<ul style="list-style-type: none"> • <i>Bachelor's degree or equivalent in Business, Finance Accounting; Audit or equivalent</i> • <i>Evidence to support experience in embedding change</i> • <i>Evidence to demonstrate previous experience in Technical coaching and mentoring</i>
<i>Principal/Senior Consultant</i>	<i>Professional II</i>	<ul style="list-style-type: none"> • <i>Notable experience (5 - 10 years) and in-depth knowledge of their specialist field</i> • <i>Previous experience in Finance, Audit or Project Controls</i> • <i>Familiarity with problems/issues facing Public Sector Organisations</i> • <i>Evidence to support experience and qualifications in specialist field</i> • <i>Evidence to support experience in embedding change</i> • <i>Evidence to demonstrate previous experience in Technical coaching and mentoring</i> • <i>Evidence of previous client facing exposure</i>

ANNEX 2: DETAILED SUCCESS PROFILES

Contents

1. Finance Officer – Administrator Support (AS)
2. Finance Officer – Senior Administrator or Senior Specialist (SAS)
3. Financial Accountant – Professional II
4. Management Accountant – Professional II
5. Inventory Accountant - Professional II
6. Senior Financial Accountant - Professional I
7. Senior Finance Business Partner – Professional I
8. Lead Finance Business Partner – Senior Professional
9. Senior Cost Control (Finance) – Professional I
10. Senior Management Accountant - Professional I
11. Senior Inventory Accountant - Professional I
12. Senior Professional Cost Control (Finance) – Senior Professional
13. Head of Area – Senior Professional
14. Head of Centre of Expertise, Finance – Senior Leadership Group
15. Chief Finance Officer - Senior Leadership Group
16. Corporate Function Manager - Senior Leadership Group

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Success Profiles – Finance & Accounting		
Success Profile: Finance Officer – Technician Level: Administrator Specialist (1)		Date: 29.09.19 Version: 2
Overview of role:	To support the delivery of key financial processes in accordance to the pre-determined timescale and requirements e.g.: monthly forecasting. Focus on delivering Value for Money, contributing towards an unqualified set of audited accounts and delivering robust financial information to senior managers and other stakeholders.	
Typical main responsibilities:	<ul style="list-style-type: none"> Review and maintain data within DE&S/MOD financial systems to ensure the accuracy of financial reporting by cost grouping and cost category Produce recurring financial and operational reports, e.g. Trial Balances from core Finance systems Prepare and post accounting journals Support the financial reporting process where required Support finance teams with financial processes, including forecasting, budgeting and financial transaction analysis Schedule A	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> Minimum of 5 GCSE or equivalent grades 9 – 4 (A* to C) including English and Maths. 2 x A Levels grades A* to E in any subject or equivalent desirable. SC Clearance Level. 	
Core behaviours:	Developing Self and Others	Level 1
	Communicating and Influencing	Level 2
	Working Together	Level 2
	Delivering at Pace	Level 1
Technical – function competency framework:	Financial Planning, Reporting and Resource Management	Practitioner
	Accounts Management	Supervised Practitioner
	Systems Accounting	Supervised Practitioner
	Technical Accounting Standards, Statutory Reporting & Compliance	Supervised Practitioner
Examples of typical assignments:	<ul style="list-style-type: none"> Corporate Reporting teams (e.g. Planning, financial accounting, management accounting or accounts consolidation) Domain/sub-division Finance Officer (i.e. Air, Land, Maritime or Joint Enablers) 	

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Success Profiles – Finance & Accounting		
Success Profile: Finance Officer - Senior Technician Level: Senior Administrator Specialist (2)		Date: 29.09.19 Version: 3
Overview of role:	To deliver key financial processes in accordance to the predetermined timescale and requirements e.g.: monthly forecasting. To focus on delivering Value for Money, contributing towards an unqualified set of audited accounts and delivering robust financial information to senior managers and other stakeholders.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Collate, prepare and produce accurate management information and reports • Analyse and challenge financial and non-financial information to ensure accurate forecasts • Maintain financial data and report in accordance with DE&S policy • Prepare financial statements and ensure accuracy, completeness and compliance with reporting requirements • Review recorded financial information to ensure data meets external audit requirements • Advise on appropriate VAT treatment to customers based on published MoD/DE&S policy • Provide objective scrutiny and challenge to expenditure proposals • Ensure financial policies and procedures are consistently applied in accordance with published processes (from the Business Management System) • Provide insightful analysis of financial data through the preparation of a clear commentary • Planning, management and supervision of finance tasks to ensure timely delivery to a high and consistent standard 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Finance related degree level qualification or be AAT Qualified • (Level 4) or be part-qualified with a CCAB (or CIMA) professional body or proven experience gained within a finance, tax or accounting role. • SC Clearance Level. 	
Core behaviours:	Making Effective Decisions	Level 3
	Communicating and Influencing	Level 3
	Working Together	Level 3
	Delivering at Pace	Level 3
Technical – function competency framework:	Accounts Management	Practitioner
	Systems Accounting	Practitioner
	Technical Accounting Standards, Statutory Reporting & Compliance	Practitioner
	Financial Planning, Reporting and Resource Management	Practitioner
Examples of typical assignments:	<ul style="list-style-type: none"> • Corporate Reporting teams (e.g. Planning, financial accounting, management accounting or accounts consolidation) • Domain/sub-division Finance Officer (i.e. Air, Land, Maritime or Joint Enablers) 	

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Success Profiles – Finance & Accounting		
Success Profile: Financial Accountant		Date: 29.09.19
Level: Professional II (3)		Version: 2
Overview of role:	Responsible for ensuring the accuracy and quality of the financial statements, providing guidance on relevant accounting treatment and ensuring compliance with current regulations, legislation, policies and procedures. Delivering a range of business objectives through effective resource and stakeholder management.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Influence decision making through effective communication of financial accounting treatment implications to non-finance stakeholders • Manage the timely and accurate attribution of expenditure and income against appropriate business groupings. Prepare financial statements and reports in accordance with financial accounting principles and concepts. • Engage with stakeholders to ensure proper and effective financial accounting through the reporting mechanisms. • Ensure proper maintenance of DE&S chart of accounts • Conduct review of general ledger accounts, also ensuring accounting boundaries are maintained and adhered to • Implement and ensure suitable evidence is maintained to meet external audit standards • Identify potential issues associated with unusual or complex contracting proposals, advise on appropriate accounting treatment and ensure it is implemented to give effect to the accounting treatment • Provide tax and financial accounting advice to provide options for decision makers in resolving complex affordability challenges • Support evaluations of investment and spending options objectively by reviewing business cases and assuring affordability and accounting treatment seeking guidance from the appropriate defence authority; • Manage the external audit process including the preparation and review of audit samples liaising with external auditors and business units to ensure satisfactory sign off of audit samples; Conduct continuous improvement highlighting and communicating lessons learned. 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 3
	Making Effective Decisions	Level 3
	Working Together	Level 3
	Developing Self and Others	Level 3
	Managing a Quality Service	Level 3
	Delivering at Pace	Level 3
Technical – function competency framework:	Accounts Management	Expert
	Systems Accounting	Practitioner
	Technical Accounting Standards, Statutory Reporting & Compliance	Expert
	Financial Planning, Reporting and Resource Management	Practitioner
Examples of typical assignments:	<ul style="list-style-type: none"> • Corporate Financial Accountant • Domain/sub-division Financial Accountant (i.e. Air, Land, Maritime or Joint Enablers) 	

SCHEDULE A

SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Management Accountant		Date: 29.09.19
Level: Professional II (3)		Version: 3
Overview of role:	To deliver consistent and accurate DE&S management accounts, planning and budgeting, and in-year performance reporting. To provide a range of business objectives through effective resource and stakeholder management.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Interpret and analyse management information in the context of the external environment and the delivery of organisation strategy • Advise on the content of management reports to ensure they provide insight into financial performance • Scrutinise and challenge monthly forecasts including the identification of efficiencies; identify and investigate drivers of key variances and articulate those accurately • Support evaluations of investment and spending options objectively by reviewing business cases and assuring value for money • Ensure high quality planning and forecasting outputs across the organisation • Review proposed commercial payment and reward mechanisms to ensure F&A implications are identified and understood • Interpretation of published company accounts to provide advice on risks related to delivery 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 3
	Making Effective Decisions	Level 3
	Working Together	Level 3
	Developing Self and Others	Level 3
	Managing a Quality Service	Level 3
	Delivering at Pace	Level 3
Technical – function competency framework:	Financial Planning, Reporting and Resource Management	Practitioner
	Financial Analysis, Management Information & Reporting	Practitioner
	Financial Assurance and Scrutiny	Practitioner
	Technical Accounting Standards, Statutory Reporting & Compliance	Practitioner
Examples of typical assignments:	<ul style="list-style-type: none"> • Corporate Management Accountant • Domain/sub-division Management Accountant (i.e. Air, Land, Maritime or Joint Enablers) 	

SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Inventory Accountant		Date: 29.09.19
Level: Professional II (3)		Version: 2
Overview of role:	To provide insightful analysis and financial accounting of inventory consumption and stock movements, to scrutinise and challenge to the monthly inventory forecast and to ensure financial accounting of inventory meets the standards required to achieve unqualified accounts.	
Typical main responsibilities:	<ul style="list-style-type: none"> Engage with appropriate stakeholders within the organisation to ensure that information reported within the supply chain systems, the financial accounts and inventory forecast is accurate Conduct independent review and challenge of inventory data quality and information to support management reporting Identify and generate solutions to potential issues associated with unusual or complex inventory transactions. Review and approve the appropriate treatment recommended; and provide advice to customers on the correct interpretation and implementation of MoD policy Manage the accurate reflection of inventory records in the financial accounts to ensure that month end close is fully supported Scrutinise, challenge and assure a taut and realistic monthly inventory forecast. Prepare Inventory Management information in support of Senior Management Meetings, this may include the preparation of information to support quarterly financial reviews of cost performance and monthly forecasts Support the business in meeting the external inventory audit requirements. Manage the external audit process including the preparation and review of Inventory audit samples liaising with external auditors and business units to ensure satisfactory sign off of audit samples; Conduct continuous improvement highlighting and communicating lessons learned. <p>Schedule C</p>	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> AAT Qualified (Level 4) or be part-qualified with a CCAB professional body or CIMA or equivalent and with proven experience gained within a finance or inventory role. SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 3
	Making Effective Decisions	Level 3
	Working Together	Level 3
	Developing Self and Others	Level 3
	Managing a Quality Service	Level 3
Technical – function competency framework:	Delivering at Pace	Level 3
	Inventory Accounting	Expert
	Systems Accounting	Practitioner
	Technical Accounting Standards, Statutory Reporting & Compliance	Practitioner
	Financial Planning, Reporting and Resource Management	Practitioner
Examples of typical assignments:	<ul style="list-style-type: none"> Corporate Inventory Accountant Domain/sub-division Inventory Accountant (i.e. Air, Land, Maritime or Joint Enablers) 	

SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Senior Financial Accountant Level: Professional I (4)		Date: 27.09.19 Version: 3
Overview of role:	To deliver an accurate and robust set of financial statements and a set of monthly accounts that accurately reflects the activities of specific business units. To lead the business unit and provide support to wider business and functional objectives.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Lead implementation of the design and function of DE&S's chart of accounts according to best practice • Produce key financial statements which are used to compile the Annual Accounts. Apply standard accounting practice, the control framework, departmental financial policy and sound business knowledge in this process. • Oversee accounting standards selected and implemented by DE&S, maintain DE&S policies and guidance on the application of the standards and ensure proper and effective financial accounting • Oversee the Audit process for DE&S business areas ensuring compliance with National Audit Office guidelines, reviewing and mitigating audit risks • Drive consistency across the organisation by providing written guidance and policies on accounting treatment including budgetary, novel and contentious issues and ensure compliance with accounting standards • Identify and advise on non-routine tax issues of the highest complexity and importance • Provide advice and direction on MoD/Government finance policy, regularity and propriety, potential novel and contentious expenditure, value for money, abuse of authority, consultancy approval, repayment policy, gifting policy, and sponsorship policy • Lead a business unit, developing people and processes to maximise the effectiveness and efficient operation of the F&A function • Work in line with current regulations, legislation, policies and procedures in accordance with the DE&S Business Management System. 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • Extensive experience in finance accounting, statutory reporting and public sector accounting. • SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 4
	Changing and Improving	Level 4
	Making Effective Decisions	Level 4
	Leadership	Level 4
	Communicating and Influencing	Level 4
	Delivering at Pace	Level 4
Technical – function competency framework:	Technical Accounting Standards, Statutory Reporting & Compliance	Expert
	Systems Accounting	Practitioner
	Accounts Management	Practitioner
	Leading Financial Strategy	Practitioner

SCHEDULE A

Examples of typical assignments:	Senior Domain Financial Accountant Corporate Financial Reporting Teams
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SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Senior Finance Business Partner Level: Professional I (4)		Date: 29.09.19 Version: 2
Overview of role:	To provide delivery managers, Budget Holders, Directors and Front-Line Customers with expert business-related advice on financial management, accounting issues and value for money. To support business development by ensuring that a high standard of financial discipline is an integral part of the decision-making processes.	
Typical main responsibilities:	<ul style="list-style-type: none">• Provide accurate information and analysis that delivers deep, valuable insights into the business and enables budget holders to make informed decisions;• Act as key support to the DE&S business areas to analyse, understand and report on financial performance and provide a strategic level analysis of risks and opportunities, including mitigation options as appropriate;• Ensure the accurate representation of the business units' financial position within the financial accounts, including accruals and supporting evidence, through the use of DE&S systems• Support and challenge budget holders constructively on their financial planning and activity to ensure budgets are utilised effectively and assure efficiency evidence is captured;• Advise on good financial management to contribute to good governance for DE&S, including audit, in accordance with the Business Management System.• Support contract negotiations from a Finance and Accounting perspective• Provide the strategic and operational financial expertise to the delivery manager, building and strengthening relationships with stakeholders	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none">• Professional knowledge acquired by obtaining level 7 CCAB or CIMA or international equivalent qualification (with letters).• Experience in finance and/or management accounting.• SC Clearance Level.	
Core behaviours	Seeing the Big Picture	Level 4
	Changing and Improving	Level 4
	Leadership	Level 4
	Working Together	Level 4
	Communicating and influencing	Level 4
	Delivering at Pace	Level 4
Technical – function competency framework:	Finance Business Partnering (FBP)	Expert
	Leading Financial Strategy	Practitioner
	Financial Planning, Reporting and Resource Management	Practitioner
	Financial Assurance and Scrutiny	Practitioner
Examples of typical assignments:	Portfolio/sub-portfolio Finance Business Partner	
Success Profiles – Finance & Accounting		

SCHEDULE A

Success Profile: Lead Finance Business Partner		Date: 27.09.19
Level: Senior Professional (5)		Version: 3
Overview of role:	To act as the primary financial and accounting advisor for DE&S Portfolio Managers within an Operating Centre, reports directly to the relevant business lead and supports large programmes and complex portfolios (i.e. >£400m, International collaborative, parliamentary interest).	
Typical main responsibilities:	<ul style="list-style-type: none"> • Provide accurate information and analysis that delivers deeper, valuable insights into the business and enables budget holders to make informed decisions • Financial advisor to the Delivery Director and Management Board to enable an understanding of financial performance and provide a strategic level analysis of risks and opportunities, including mitigation options as appropriate and assurance of efficiency evidence • Provide Budget Holders, Directors, Front Line Customers and Ministers with expert business-related advice on financial management, accounting issues and value for money • Oversee the accurate representation of the Programme's financial position within the financial accounts, including accruals and supporting evidence, through the use of DE&S systems • Support and challenge budget holders constructively on their financial planning and forecasting activity to ensure budgets are taut, realistic and utilised effectively • Advise on good financial management to contribute to good contract management for DE&S, including audit, in accordance with the Business Management System • Support contract negotiations from a Finance and Accounting perspective; including conducting financial due diligence e.g. identifying tax and accounting treatments and assuring business cases • Responsible for assurance of material changes to the programme • Responsible for holding regular engagements with industry counterparts to drive improved end-to-end forecasting, reviewing delivery and other financial matters i.e. Assets in Industry, Commercial Exploitation Levy and contingent liabilities • As a Senior Professional, advocate and contribute to wider Finance function responsibilities and activities. 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Professional knowledge acquired by obtaining level 7 CCAB or CIMA or international equivalent qualification (with letters). • Experience in finance and/or management accounting. • SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 5
	Changing and Improving	Level 4
	Leadership	Level 4
	Working Together	Level 4
	Communicating and influencing	Level 4
	Delivering at Pace	Level 4
Technical – function competency framework:	Finance Business Partnering (FBP)	Expert
	Leading Financial Strategy	Expert
	Financial Planning, Reporting and Resource Management	Expert
	Financial Assurance and Scrutiny	Expert

SCHEDULE A

	Financial Analysis, Management Information & Reporting	Expert
Examples of typical assignments:	Programme/Complex Project Finance Business Partner	

SCHEDULE A

Success Profiles – Project Controls	
Success Profile: Senior Cost Control (Finance) Level (Grade): Professional I (4)	
Date: 25/07/19 Version: Draft 1.0	
Overview of role:	Responsible for the leadership, direction and guidance of a team of Cost Control Finance staff working within a Delivery Team or Operating Centre. Responsible for ensuring that project costs are rigorously controlled, and relevant financial and performance reporting requirements are met through the provision of specialist financial services. The role enables Project Managers to deliver on scope, to time and to budget and make informed strategic decisions.
Typical main responsibilities:	<ul style="list-style-type: none"> • Oversee the monthly financial forecasting process for the Delivery Team, including financial risk, and accurate and insightful commentary, challenge and variance analysis. Lead on the Financial input and information at the PM/CAM monthly FOO reviews to empower stakeholder decision making. • Oversee the Financial input to the Annual Budget Cycle process in conjunction with PM/PCM and with the production of the PCR forecast and the provision of 1* Screening Packs. Schedule E • Lead the team in actively supporting audit and internal compliance. Ensure efficiencies captured are promptly and adequately supported by auditable evidence and actively lead the team in resolving audit challenges. Schedule F • Oversee the Cost Control Finance team in working with Estimators to develop cost models and assist in the production of Investment Appraisals. Monitor project expenditure against approval and liaise with F&A colleagues to ensure that VAT and FOREX costs receive the correct financial treatment Schedule • Work collaboratively with Finance Business Partner (FBP) providing timely financial information for relevant Business Cases (Cat C&D). Provide prompt evaluation of proposals, returning feedback to the PM and monitoring project cost spend against approval Schedule • Lead the team in working with PM/Scheduler/PCM to implement Cost Loaded Schedules to drive forecasting. Guide the production of EVM analysis to demonstrate project performance and analyse variances to plan, determine impact on the schedule and cost to complete the scope of work. Ensure consistency with IYM and EVM reporting • Lead a business unit, developing people and processes to maximise the effectiveness and efficient operation of the F&A function.
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • Extensive experience in a Management Accounting or Financial Accounting, presenting financial information or public sector accounting. • SC Clearance Level.
Problem Solving Level:	TBC

SCHEDULE A

Core behaviours:	Making Effective Decisions	Level 4
	Working Together	Level 4
	Managing a Quality Service	Level 4
	Delivering at Pace	Level 4
	Leadership	Level 4
	Communicating and Influencing	Level 4
Technical – function competency framework:	Cost Management	Expert
	Leading Financial Strategy	Practitioner
	Financial Planning, Reporting Resource and Management	Practitioner
	Financial Assurance and Scrutiny	Practitioner
Examples of typical assignments:	No longer required	

SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Senior Management Accountant Level: Professional I (4)		Date: 27.09.19 Version: 3
Overview of role:	Accountable for leading a team to ensure the integrity, consistency and accuracy of DE&S management accounts, planning and budgeting, and in-year performance reporting.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Evaluate, review and ensure viable investment and spending options to support/challenge the recommended option (incl. the development of business cases); referring disputed cases to higher authority • Owns the delivery of DE&S Planning process, ensuring appropriate accounting treatments are included along with the identification of efficiencies. Identify and investigate variances from budget and articulate those variances accurately • Scrutinise, challenge and ensure effective and consistent planning, budgeting and forecasting processes across the organisation. Manage the budget and resource to maximise value for money • Review proposed commercial payment and reward mechanisms to ensure F&A implications are identified and understood • Lead a business unit, developing people and processes to maximise the effectiveness and efficient operation of the F&A function • Identify and implement best practice management reporting across DE&S and wider industry 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • Extensive experience in management accounting, presenting financial information or public sector accounting. • SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 4
	Changing and Improving	Level 4
	Making Effective Decisions	Level 4
	Leadership	Level 4
	Communicating and Influencing	Level 4
	Delivering at Pace	Level 4
Technical – function competency framework:	Financial Planning, Reporting and Resource Management	Expert
	Financial Analysis, Management Information & Reporting	Expert
	Financial Assurance and Scrutiny	Practitioner
	Leading Financial Strategy	Practitioner
Examples of typical assignments:	Domain Senior Management Accountant Corporate Reporting Teams	

SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Senior Inventory Accountant Level: Professional I (4)		Date: 27.09.19 Version: 3
Overview of role:	To lead the business unit and to plan and manage a programme of work to deliver the analysis and financial accounting of inventory consumption and stock movements, the scrutiny and challenge of the monthly inventory forecast and to ensure compliance with Inventory policies and procedures in accordance with the DE&S Business Management System.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Oversee the inventory audit process with external audits and internal teams; ensuring compliance with accounting boundaries for statement of accounts and review of audit risks • Provide written guidance and policies on Inventory accounting treatment and maintain DE&S policies to drive consistency throughout the organisation • Lead and oversee the assurance and submission of a taut and realistic monthly inventory forecast. • Prepare Inventory Management information in support of Senior Management Meetings, this may include the preparation of information to support formal financial reviews of cost performance and monthly forecasts • Manage continuous improvement by ensuring system weaknesses are amended through the provision of requirements to implement system changes and inventory accounting systems deliver correct accounting outputs • Oversee the production, review and assurance of inventory elements of the General Ledger and key financial statements which are used to compile the Annual Accounts by applying standard accounting practice, the control framework, departmental financial policy and sound business knowledge • Lead a business unit, developing people and processes to maximise the effectiveness and efficient operation of the F&A function. • Ensure financial accounting of inventory meets the standards required to achieve unqualified accounts. <p>Schedule K</p>	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • Extensive experience in inventory accounting, presenting financial information and public sector accounting. • SC Clearance Level. 	
Core behaviours:	Seeing the Big Picture	Level 4
	Changing and Improving	Level 4
	Leadership	Level 4
	Working Together	Level 4
	Managing a Quality Service	Level 4
	Delivering at Pace	Level 4
Technical – function competency framework:	Inventory Accounting	Expert

SCHEDULE A

	Systems Accounting	Expert
	Technical Accounting Standards, Statutory Reporting & Compliance	Practitioner
	Financial Analysis, Management Information & Reporting	Practitioner
	Leading Financial Strategy	Practitioner
Examples of typical assignments:	Domain Inventory Accountant Corporate Reporting Teams	

Success Profiles – Project Controls

SCHEDULE A

Success Profile: Senior Professional Cost Control (Finance) Level: Senior Professional (5)		Date: 27/09/2019 Version: Draft 4.0
Overview of role:	To lead and set strategic direction of Cost Control Finance staff working within a Delivery Team, Operating Centre or Domain. To ensure that project or programme costs are rigorously controlled, and relevant financial and performance reporting requirements are met through the provision of specialist financial services. Strategy setting, direction and development of long-term business objectives is a major part of role, alongside function and process leadership.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Direct the monthly financial forecasting process for the Delivery Team or Domain, including reporting financial risk, and accurate and insightful commentary, challenge and variance analysis. Oversee the Financial input and information at the PM/CAM monthly FOO reviews to empower stakeholder decision making. • Oversee the Delivery team to support audit and internal compliance. Ensure efficiencies captured are promptly and adequately supported by auditable evidence and oversee the team in resolving audit challenges, actively engaging where appropriate. • Oversee the Cost Control Finance team in working with Estimators to develop cost models and assist in the production of Investment Appraisals. Also, oversee team is working collaboratively with Finance Business Partner (FBP) providing timely financial information for relevant Business Cases (Cat D). • Guide team in working with PM/Scheduler/PCM to implement Cost Loaded Schedules to drive forecasting. Guide the production of EVM analysis to demonstrate project performance and analyse variances to plan, determine impact on the schedule and cost to complete the scope of work. Ensure consistency with IYM and EVM reporting • Accountable for the Financial input to the Annual Budget Cycle process in conjunction with PM/PCM and with the production of the PCR forecast and the provision of 1* Screening Packs. • Develop and enforce effective policy, frameworks, processes and other governance mechanisms within DE&S • Scope, plan and deliver projects to an agreed set of business requirements, cost, timescale and quality parameters. • Lead and develop a large team of people responsible for delivering Cost Control Finance Products and Services 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • Extensive experience in a Management Accounting or Financial Accounting, presenting financial information or public sector accounting. • SC Clearance Level. 	

SCHEDULE A

Core behaviours:	Making Effective Decisions	Level 4
	Working Together	Level 4
	Managing a Quality Service	Level 4
	Delivering at Pace	Level 4
	Leadership	Level 4
	Communicating and Influencing	Level 4
Technical – function competency framework:	Cost Management	Expert
	Leading Financial Strategy	Expert
	Financial Planning, Reporting Resource and Management	Practitioner
	Financial Assurance and Scrutiny	Practitioner
Examples of typical assignments:		

SCHEDULE A

Success Profiles – Finance & Accounting		
Success Profile: Head of Area Level: Senior Professional (5)		Date: 27.09.19 Version: 3
Overview of role:	To lead a discrete team within the Finance and Accounting (F&A) Function and to set the strategic direction and development of long-term business objectives. Accountable for specific F&A products or services e.g. Planning, Budgeting, Forecasting, Inventory, Accounting systems or other function management workstreams.	
Typical main responsibilities:	<ul style="list-style-type: none"> • Lead and develop a large team of people responsible for delivering F&A Products and Services. Delivers against team objectives, ensuring alignment with overarching corporate strategy. • Translates and conveys financial and non-financial information effectively to all levels both within and outside of DE&S; • Distil and summarise financial data to provide insight to inform decision making, communicating this to senior leaders to help drive great decisions. • Scope, plan and deliver projects to an agreed set of business requirements, cost, timescale and quality parameters. This is likely to include aspects of change management e.g. leading on DE&S change programmes alongside complex finance change initiatives • Identify, anticipate and mitigate potential risks in relation to achievement of strategic objectives and to other business areas • Engage in effective stakeholder management to senior members of the business to drive delivery of quality Products and Services to our customers; • Develop and enforce effective policy, frameworks and other governance mechanisms within DE&S • Apply technical skills in either financial or management accounting, inventory or Financial Systems; • Accountable for the successful management of the external audit process including liaising with external auditors and business units to ensure audit requirements are met; Oversee continuous improvement processes. Schedule L 	
Typical qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant (CCAB, CIMA or International equivalent), with full membership (with letters) of the relevant accounting body. • SC Clearance Level. 	
	Extensive experience in management or financial accounting, presenting financial information or public sector accounting.	
Core behaviours:	Seeing the Big Picture	Level 5
	Leadership	Level 4
	Working Together	Level 4
	Changing and Improving	Level 4
	Managing a Quality Service	Level 4
	Delivering at Pace	Level 4
	Leading Financial Strategy	Expert

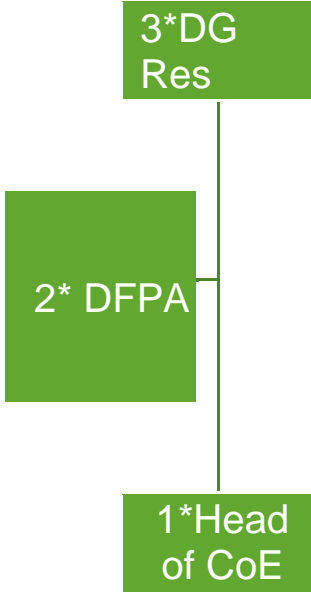
SCHEDULE A

Technical – function competency framework:	Financial Planning, Reporting and Resource Management	Expert
	Financial Analysis, Management Information & Reporting	Expert
	Technical Accounting Standards, Statutory Reporting & Compliance	Expert
Examples of typical assignments:	<ul style="list-style-type: none"> • Head of Finance Process Improvement/Compliance • Deputy Domain Chief Financial Officer • Corporate Team Leader • Head of Domain Accounting Services • Function leads 	

SCHEDULE A

SLG Success Profile Title: Head of Centre of Expertise - Finance and Accounting	
Function:	Finance and Accounting
Code:	DECEF6
Leadership As a member of the DE&S Senior Leadership Group, expectations are high, and you will be expected to:	<ul style="list-style-type: none"> • Play an active role in pan-DE&S leadership (in accordance with the Civil Service Leadership Statement - Inspiring, Confident and Empowering and in accordance with the leadership attributes); • Be proactive in building and sustaining an effective pan DE&S leadership network that supports integrated outputs and helps DE&S delivery performance to be more than a simple sum of its parts; • Invest in the development of people across DE&S, building organisational capability to address both current and future challenges; • Lead and be accountable for the delivery of DE&S outputs; • Consistently demonstrate exemplary conduct and behaviours.
Leadership Attributes:	<ul style="list-style-type: none"> • Creating a sense of purpose and focussing on outcomes • Demonstrating passion and wanting to change things for the better • Exercising judgment and making good, evidence-based decisions • Guiding teams using experience and expertise • Empowering and developing individuals and teams • Building inclusive teams and encouraging challenge • Collaborating, making connections and encouraging cross system working • Continually reflecting on leadership style and developing self-awareness
Overview of role: <i>(This is a short paragraph which identities the overall purpose of the role)</i>	<p>To provide a range of specialist expertise in support of the Director General Resources and the Director Financial Planning & Analysis, and to the wider business.</p> <p>To deliver DE&S policies and procedures covering the entire financial accounting and planning life cycles, working with F&A Function and CFO colleagues to ensure that Organisation goals and business needs are met, as well as meeting MoD, Government and statutory requirements.</p>

SCHEDULE A

<p>Org structure: (<i>Organogram showing level above and level below assignment. If provided as a separate attachment, please indicate this</i>)</p>	 <pre> graph TD A[3*DG Res] --- B[2* DFPA] B --- C[1*Head of CoE] </pre>
<p>Main responsibilities: (<i>Statement of deliverables required i.e. what is done, on what and why. For example</i>)</p> <p><i>All jobs typically have between five and eight accountabilities (maximum of 10).</i></p> <p><i>Use plain English and keep it simple and to the point and no acronyms)</i></p>	<ul style="list-style-type: none"> • To be accountable for planning and managing the outputs of the CoE, to relevant quality standards, performance metric and timescales. • To ensure the organisation is compliant with relevant legal and statutory requirements by proactively promulgating changes to policies, procedures and requirements for tools in a timely way to achieve this across the organisation. • To be responsible as the SME for relevant processes in their span of Authority and ensuring these are updated in the Business Management system at appropriate times to ensure the business is compliant with customer and wider requirements. • Responsible for providing DE&S statement of requirement for new systems, or changes to existing mandated systems to ensure they are delivered fit for purpose. • Provide leadership to and engagement with their Team ensuring that they understand the team's goals and deliverables in the context of DE&S Business Plan as well as MoD and Government Defence policy and plans. • Influence stakeholders both internally and externally to promote and enhance the reputation of the function and organisation, respectively.
<p>Dimensions: (<i>Budgets, headcount, locations etc</i>)</p>	<p>Assignment document contains relevant information.</p>

SCHEDULE A

Key Internal/External Stakeholders (<i>Key organisations or people whom role holder has regular contact with</i>)	Who – Job title / Level (if internal)	For what
	Director General Resources	To support and provide a range of speciality expertise
	Director Financial Planning & Analysis	To support and provide a range of speciality expertise
	1* F&A – Head of Function/CFO's	To ensure consistency of operation and successful delivery of outputs against current policies and procedures
Organisation Context: (Describe the most challenging features (and reasons) of the job; any critical constraints; the impact, influences and consequences of the work done etc. Give examples of the types of situation where judgement is applied, the level of creativity needed and the impact on decisions the post-holder is involved in)	<ul style="list-style-type: none"> • The Head CoE F&A is a member of the Senior Leadership Group and has collegiate responsibility to inspire and empower people to achieve the vision set out in the DE&S@21. This includes civil service standards and a commitment to improve inclusion and diversity in the business. • The role has significant responsibility for the management of people which has a clear organisational wide impact on the achievement of strategic objectives of the business. • The role also requires interpersonal ability to build relations with external partners and customers which are critical in securing the strategic objectives of the business and may also require management of people where the role does not have direct authority over these individuals. 	
Qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified accountant with letters (registered member of the Institute) • (CCAB, Level 7 Qualification in Finance or recognised international equivalent) • Experience of operating in a leadership role within a large and diverse organisation, in both 'steady state' and through transformational change • Security Clearance Level 	
Core behaviours:	Seeing the Bigger Picture	CSCB 5
	Leadership	CSCB 5
	Communicating and Influencing	CSCB 5
	Making Effective Decisions	CSCB 5
	Changing and Improving	CSCB 5
	Developing Self and Others	CSCB 5
Technical – function competency framework:	Leading Financial Strategy	Expert
	Financial Planning, Reporting & Resource Allocation	Expert
	Financial analysis, Management Information & reporting	Expert
	Financial Assurance & Scrutiny	Expert

SCHEDULE A

SLG Success Profile Title: Chief Finance Officer		Date: April 2020
		Version: Final
Function:	Finance and Accounting	
Code:	DECFO6	
Leadership As a member of the DE&S Senior Leadership Group, expectations are high, and you will be expected to:	<ul style="list-style-type: none"> • Play an active role in pan-DE&S leadership (in accordance with the Civil Service Leadership Statement - Inspiring, Confident and Empowering and in accordance with the leadership attributes); • Be proactive in building and sustaining an effective pan DE&S leadership network that supports integrated outputs and helps DE&S delivery performance to be more than a simple sum of its parts; • Invest in the development of people across DE&S, building organisational capability to address both current and future challenges; • Lead and be accountable for the delivery of DE&S outputs; • Consistently demonstrate exemplary conduct and behaviours. 	
Leadership Attributes:	<ul style="list-style-type: none"> • Creating a sense of purpose and focussing on outcomes. • Demonstrating passion and wanting to change things for the better. • Exercising judgment and making good, evidence-based decisions. • Guiding teams using experience and expertise. • Empowering and developing individuals and teams. • Building inclusive teams and encouraging challenge. • Collaborating, making connections and encouraging cross system working. • Continually reflecting on leadership style and developing self-awareness. 	
Overview of role: <i>(This is a short paragraph which identities the overall purpose of the role)</i>	<p>To act as the senior financial advisor for associated Domain, including the DE&S Head Office area. To deliver the Finance & Accounting objective of putting finance is at the heart of decision making delivering on Protecting Value, Adding Value and Driving Value.</p> <p>To achieve objectives by overseeing the compliance with financial accounting and management control processes and procedures and statutory regulations.</p>	
Org structure: <i>(Organogram showing level above and level below assignment. If provided as a separate attachment, please indicate this)</i>	<pre> graph TD CoM[3* CoM] --- CFO[1* CFO] DGRes[3* DG Res] -.- CFO </pre>	

SCHEDULE A

<p>Main responsibilities: (Statement of deliverables required i.e. what is done, on what and why. For example</p> <p>All jobs typically have between five and eight accountabilities (maximum of 10).</p> <p>Use plain English and keep it simple and to the point and no acronyms)</p>	<ul style="list-style-type: none"> • Be the trusted advisor to decision makers (CoM/FLC and Corporate/Domain/OC/Teams) providing insight to ensure strategic of understanding of relevant business area financial position both in year and over planning horizon. • Accountable in their area of responsibility for compliance with control structure processes, procedure and policies to ensure consistent and successful delivery. To ensure prior approval from Process Owner for any deviation from the above. • Provide professional advice and judgement to Chief of Materiel and Director General Resource to assist with scrutiny of financial position in year and planned for their Budget area of responsibility. • Review investment proposals and sign-off options to ensure they are robust and compliant with areas of F&A competence (i.e. accounting treatment, tax, HMT control framework, MPM and FReM). • To interface end to end with all stakeholders • (Industry/FLC/MoD) to drive improvement in quality of financial management and accounting. • Lead on inventory finance initiatives across DE&S in support of Front Line Commands. • To support the wider business to influence and implement improvement (towards DE&S@21) to improve efficiency and effectiveness across the Domain. 	
<p>Dimensions: (Budgets, headcount, locations etc)</p>	<p>Details for each role in assignment brief</p>	
<p>Key Internal/External Stakeholders (Key organisations or people whom role holder has regular contact with)</p>	<p>Who - Job title / Level (if internal)</p>	<p>For what</p>
	<p>Chief of Materiel (CoM)/ Delivery Managers</p>	<p>To support and advise</p>
	<p>DG Res, Director Financial Planning & Analysis, FLC</p>	<p>To support and advise.</p>
	<p>Director Resources, Head of F&A Function and Head COE.</p>	
<p>Organisation Context: (Describe the most challenging features (and reasons) of the job; any critical constraints; the impact, influences and consequences of the work done etc. Give examples of the types of situation where judgement is applied, the level of creativity needed and the impact on decisions the post-holder is involved in)</p>	<ul style="list-style-type: none"> • The role will deliver the strategic aims of the organisation by contributing to setting the conditions for provision of a professional Finance function. • The CFO is a pivotal member of the CofM Management Board as their professional financial and accounting advisor. • The CFO is also a member of DG Resources Finance Leadership Team. 	

SCHEDULE A

Qualifications, experience and registrations:	<ul style="list-style-type: none"> • Qualified Accountant with letters (registered member) • (CCAB or recognised international equivalent Finance Level 7 qualification) • Experience at a senior professional, technical or managerial role, operating at board level demonstrating guiding strategic decision making by providing insight and professional judgement. • Experience of scrutiny (performance, time & cost) of long-term capital projects and support arrangements and commercial solutions. • Security Clearance Level 	
Core behaviours:	Seeing the Bigger Picture	CSBC 5
	Leadership	CSBC 5
	Communicating and Influencing	CSBC 5
	Making Effective Decisions	CSBC 5
	Changing and Improving	CSBC 5
	Developing Self and Others	CSBC 5
Technical – function competency framework:	Leading Financial Strategy	Expert
	Financial Planning, Reporting & Resource Allocation	Expert
	Financial assurance and scrutiny	Expert
	Financial Analysis. Management information and reporting	Expert

SCHEDULE A

SLG Success Profile Title: Head of Function		Date: April 2020
		Version: 0.1 Final
Function:	CSG	
Code:	DEC006	
Leadership As a member of the DE&S Senior Leadership Group, expectations are high, and you will be expected to:	<ul style="list-style-type: none"> • Play an active role in pan-DE&S leadership (in accordance with the Civil Service Leadership Statement - Inspiring, Confident and Empowering and in accordance with the leadership attributes); • Be proactive in building and sustaining an effective pan-DE&S leadership network that supports integrated outputs and helps DE&S delivery performance to be more than a simple sum of its parts; • Invest in the development of people across DE&S, building organisational capability to address both current and future challenges; • Lead and be accountable for the delivery of DE&S outputs; • Consistently demonstrate exemplary conduct and behaviours. 	
Leadership Attributes:	<ul style="list-style-type: none"> • Creating a sense of purpose and focussing on outcomes. • Demonstrating passion and wanting to change things for the better. • Exercising judgment and making good, evidence-based decisions. • Guiding teams using experience and expertise. • Empowering and developing individuals and teams. • Building inclusive teams and encouraging challenge. • Collaborating, making connections and encouraging cross system working. • Continually reflecting on leadership style and developing self-awareness. 	
Overview of role: <i>(This is a short paragraph which identifies the overall purpose of the role)</i>	To lead associated function to achieve and maintain a state where it has a fully trained and capable workforce who operate to common processes in a coherent, collaborative and effective manner.	
Org structure: <i>(Organogram showing level above and level below assignment. If provided as a separate attachment, please indicate this)</i>	Refer to individual assignment specifications for Commercial, Project Management, Project Controls, Corporate Services Group, Engineering, Ilogs, IM&IT.	

SCHEDULE A

<p>Main responsibilities: <i>(Statement of deliverables required i.e. what is done, on what and why. For example</i></p> <p><i>All jobs typically have between five and eight accountabilities (maximum of 10).</i></p> <p><i>Use plain English and keep it simple and to the point and no acronyms)</i></p>	<ul style="list-style-type: none"> • Implement and lead the governance of their Function such that it supports a 'safe and professional' culture and attains 'best in class' operation. • Establish resource demand, working collaboratively with Delivery Managers and other senior staff to understand and create a taut estimate of output requirements to meet business requirements optimising resource utilisation. • Lead workforce development and Strategic Workforce Planning, including the creation and implementation of plans to ensure the Function is shaped to meet the current and long-term needs of the business. • Deliver operational performance against agreed function Key Performance Indicators (KPIs) and lead on mitigation action where shortfalls occur. • Design and authorise appointment of the Function Support organisation. • Deploy staff to assignments based on competence, skills and experience to meet prioritised project requirements, resulting in adequate resourcing and resource optimisation. • Develop and improve capability and competence of staff within the function. • Establish policy, processes, procedures and tools to be used by staff in their Function, ensuring these comply with legislative and regulatory requirements. • Inspire people to achieve the vision set out in the DE&S Way. This includes a commitment to improve the diversity of the DE&S workforce. 	
<p>Dimensions: <i>(Budgets, headcount, locations etc)</i></p>	<p>Refer to Assignment Specifications</p>	
<p>Key Internal/External Stakeholders <i>(Key organisations or people whom role holder has regular contact with)</i></p>	<p>Who - Job title / Level (if internal)</p>	<p>For what</p>
	<p>DFMs</p>	<p>To collaborate with to deliver functional goals</p>
	<p>Delivery Managers</p>	<p>To establish resource demand</p>
<p>Organisation Context: <i>(Describe the most challenging features (and reasons) of the job; any critical constraints; the impact, influences and consequences</i></p>	<ul style="list-style-type: none"> • As a senior professional, technical or managerial role, the role is expected to heavily inform, and guide decisions made at a strategic level. 	
<p><i>consequences of the work done etc. Give examples of the types of situation where judgement is applied, the level of creativity needed and the impact on decisions the postholder is involved in)</i></p>	<ul style="list-style-type: none"> • The role has significant responsibility for the management of people which has a clear organisational wide impact on the achievement of strategic objectives of the business. • The role has overall responsibility for management of service delivery at a senior level. This includes roles with overall operational responsibility for decisions made by the members of their business area. 	

SCHEDULE A

Qualifications, experience and registrations:	Experience of: <ul style="list-style-type: none"> • Operating in a senior leadership role within a large and highly complex organisation, in both steady state and through transformational change. • Security Clearance Level. 	
Core behaviours:	Seeing the Bigger Picture	CSCB 5
	Leadership	CSCB 5
	Communicating and Influencing	CSCB 5
	Making Effective Decisions	CSCB 5
	Changing and Improving	CSCB 5
	Developing Self and Others	CSCB 5
Technical – function competency framework:	Strategic Thinking Planning	Expert
	Conflict People Management	Expert
	Customer Focus	Expert
	Problem Solving	Expert
	Stakeholder & Communications Management	Expert
	Change Management	Expert

GLOSSARY

ABC	Annual Budget Cycle
ARAC	Annual Resource Accounts
CASP	Command Acquisition Support Plan
CEC	Chief Executive Committee
CEO	Chief Executive Officer
CFO	Chief Finance Officer
CFM	Corporate Functional Manager
CIC	Continuous Improvement and Change
CN	Contract Notice
CP&F	Contracting Purchasing and Financing
DBS	Defence Business Services
DEP	Defence Equipment Plan
DE&S	Defence Equipment & Support
DFL	Domain Functional Lead
DG Res	Director General Resources
DM	Delivery Manager
DPA	Data Protection Act
DT	Delivery Team
EP	Equipment Plan
F&A	Finance and Accounting
FBP	Finance Business Partner
FCO	Financial Control and Operations
FDO	Functional Development Officer
FLC	Front Line Commands
FSDP	Finance Support Delivery Partner
FTE	Full Time Equivalent
IS	Information Systems
IYM	In Year Management
JSP	Joint Service Publication
LFE	Learning from Experience
MI	Management Information
MPM	Managing Public Money
NDA	Non-Disclosure Agreement
OC	Operating Centre
OPEX	Operating Expenditure
PB&F	Planning Budgeting and Forecasting
PC	Project Controls
PC-CC	Project Controls – Cost Control
PCF	Project Controls Function
PCR	Programme Cost Review
PSC	Products and Services Catalogue
PSS	Private Sector Support
P&S	Products and Services
PUID	Personal Unique Identifier
SC	Security Clearance
SDA	Submarine Delivery Agency
SLG	Senior Leaders Group
SMR	Standard Management Reporting
SICM	Strategy Improvement and Change Management
SQEP	Suitably Qualified, & Experienced Personnel
SRO	Senior Responsible Officer
TLRFP	Team Leaders Review of Financial Position
TOF	Task Order Form

SCHEDULE B

CONTRACTOR GOVERNANCE AND MANAGEMENT

1. CONTRACTOR STRUCTURE

1.1 Contractor Name

1.1.1 The name of the Contractor is Grant Thornton UK LLP.

1.2 Contractor Structure

1.2.1 Contractor's contractual arrangements are as follows:

- (A) The Contractor shall contract directly with the Authority for the Finance Support Partner (FSDP) Contract. The FSDP Contract will be signed by the Authority and Grant Thornton UK LLP.
- (B) The Contractor shall manage and subcontract with the Grant Thornton UK LLP Partners (New Street / Interim Partners Ltd, Cipfa Business Ltd, Gardiner & Theobald LLP) in order that the Contractor acts as a single entity focused on the needs of the Authority.
- (C) In consultation and agreement with the Authority, the Contractor shall contract additional partners where they add value to the delivery of the FSDP Services.

1.2.2 Points of Contact (PoC)

- (A) The Contractor shall provide a single integrated FSDP Contract Lead. The Contract Lead shall be led by the Contractor Suitably Senior Person (CSSP) and subject to the Contractor governance process described in Schedule C. The Contract Lead shall promote fair selection of best and appropriate resource through the engagement of all Contractor resources during the task order process.
- (B) The CSSP shall be the central point of contact for the Authority for delivery of FSDP Services and shall be given delegated authority by the Contractor should there be any dispute resolution.
- (C) The Contractor's governance shall provide the Authority with a united, single, accountable and empowered entity.

2. CONTRACTOR GOVERNANCE ARRANGEMENTS

2.1 Contractor Quality Control & Performance Monitoring

2.1.1 The Contract Lead shall work to appropriate industry recognised standards including PRINCE2, APM, MSP (as appropriate) and other relevant standards as may be set by the MOD.

- 2.1.2 The Contractor shall have performance objectives aligned, monitored and reviewed to respective roles, either in the Contract Lead or in relation to particular tasking order. The Contractor shall appropriately manage or take remedial action against poor performance in agreement with the Tasking Order Delivery Manager.
- 2.1.3 Where the Contractor is notified of a quality / performance issue by the Authority, remedial action shall be in accordance with Schedule C.
- 2.1.4 The Contract Lead shall be accountable for the accuracy and timeliness of all performance monitoring, with day-to-day responsibility for management and compilation delegated to the Contract Lead.
- 2.1.5 The Contract Lead shall operate a consistent and effective service that monitors performance of the authorised deliverables and quality. The Contract Lead shall work closely with the Authority during pre-mobilisation and mobilisation phases, to develop and agree the requirements for data and management information reporting. Reports shall adhere to Authority reporting requirements and suitable dashboards to assist with transparent reporting will be developed with the Authority during mobilisation.
- 2.1.6 The Contract Lead shall effectively and consistently manage data and information to report across the entirety of the FSDP Service (at Service and individual task level) and interface with the extant DE&S systems, if relevant. The Contract Lead shall work with the Authority to create a performance measurement framework that will provide targeted and tailored reporting to enable the Authority to assess Contractor performance against KPIs, the FSDP objectives and Service Delivery requirements.
- 2.1.7 KPI incentivisation will be applied across all aspects of the contract. Should Retentions and Deductions be made through the process contained in Part B of Schedule E, they will apply to all aspects of the contract in proportion to their respective workshare. Should a 'pain-gain' KPI mechanism be instigated across either individual tasks or FSDP as a whole, incentives and penalties from such mechanisms shall also be applied proportionately in relation to workshare across the task or the Contractor respectively as appropriate.

2.2 **Dispute Resolution**

- 2.2.1 At the time of entering into the Contract, there are no internal disputes that would have any potential or actual effect on Contractor performing the Services.
- 2.2.2 Non-compliance and poor performance shall be identified and rectified through the procedures identified in 2.1 and in Schedule C.
- 2.2.3 Contractor shall use a structured internal dispute resolution process to provide the Authority with confidence that the F&A Services will not be impacted. Disputes shall be resolved through open and collaborative working across the Contractor where possible. The following process will be invoked;
 - (A) Stage 1 – Contract Lead to record non-compliance / poor performance or other issue including nature, description and service impact, alongside naming interested parties, risk assessment and proposed mitigation.

- (B) Stage 2 – Contract Lead to review, speak with affected parties and seek to resolve: close or escalate to Stage 3.
 - (C) Stage 3 – Contract Lead to convene a special meeting with the Authority within 24 hours of escalation, if required. Contractor shall seek to resolve the issue and if necessary, alert the Authority as a Quality and/or Performance Issue, if appropriate. If resolved, Contract Lead to close out issues log and close formally by communicating with all affected parties. If not resolved, the issue may be escalated to Stage 4.
 - (D) Stage 4 – CSSP to convene an extraordinary meeting with the Authority, agree final action and communicate, as required, to the Authority the action and close issue.
- 2.2.4 Contract Lead shall be accountable for informing the Authority Contract Manager of any internal disputes that are likely to have an impact on service delivery at the appropriate monthly DE&S FSDP Contract Management Meeting.
- 2.2.5 Where necessary, the Contract Lead shall escalate matters affecting service delivery and requiring urgent attention to the Authority in writing. A FSDP compliance log shall be maintained to track all issues through to conclusion with the Authority and Contractor.

2.3 Change in Structure of Contractor

- 2.3.1 Changes to the structure of Contractor shall be considered in consultation with the Authority.
- 2.3.3 Any new Contractor Partners will join on the same contractual basis as existing Contractor Partner arrangements.

SCHEDULE B - CONTRACTOR GOVERNANCE AND MANAGEMENT

Appendix 1

Points of Contact

Grant Thornton UK LLP:

Name	Email	Phone
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted

SCHEDULE C - CONTRACT MANAGEMENT AND TASKING

1 CONTRACT MANAGEMENT CONSTRUCT

1.1 Contractor Management

- 1.1.1 The Contractor shall provide a Contract Lead who will manage the contract on a day to day basis and a Contractor Suitably Senior Person (CSSP) who can be engaged in respect to issue escalation and resolution.

1.2 Meetings

- 1.2.1 The Contract Lead or representatives shall attend the following Authority Governance meetings as are detailed in *Table 1 – Authority FSDP Governance Meetings* below.
- 1.2.2 The Contractor shall ensure that the reports detailed in *Table 1A – Alignment of Contractual Reports with Contractor Reports to support FSDP Governance Meetings* below, are provided to the Authority Delivery Team (ADT) at least five (5) days prior to the date of the relevant meeting for which the report is required.
- 1.2.3 The Contractor shall hold the following governance meetings as detailed in *Table 2 – Contractor Group FSDP Governance Meetings* below:

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

Table 1 – Authority FSDP Governance Meetings

Key

ADTCL = Authority Delivery Team Commercial Lead

ADTL = Authority Delivery Team Lead

FM = Finance Manager

HOF= Head of Function

CSSP= Contractor Suitable Senior Person

CL = Contract Lead

Meeting	Purpose	Key Responsibilities	Chair/ Attendees	Contract Reference	Key Report Inputs
FSDP Monthly Management Meeting	Review monthly service performance	<ul style="list-style-type: none"> Addresses issues arising from delivery. Reviews resourcing against pipeline. Contact Management including invoicing approval. Review of top 5 risks and issues. Escalates issues on an exception basis to HOF and CSSP. Manages FSDP performance against KPIs. Reviews performance in delivery. Discusses forward pipeline. 	Chair: ADTL CL ADTCL FM	Schedule C, Cl. 2.5.1 Resourcing & Specific Task Meeting	<ul style="list-style-type: none"> Dashboard to identify and address issues at an operational level. Monthly Performance & Progress Report. Schedule of Resourcing and Specific Tasks Monthly Financial Management Report (to understand ATOs that are coming to an end to best use existing resources). Monthly Fees Report. Monthly Performance & Progress Report. Central TOF Tracker

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

Table 1A – Alignment of Contractual Reports with Contractor Reports to support FSDP Governance Meetings

Contractual Report	Clause/Reference	Grant Thornton UK LLP Report
Monthly Financial Report	Schedule C Paragraph 3.1	1. Monthly Financial Management Report
Financial Management Report	Schedule C Section 5	
Monthly Fees Report for Resources and Specific Tasks	Schedule C Section 6 Schedule E, Section 3	2. Monthly Fees Report
KPI Report	Schedule L, Paragraph 1.3 Schedule L, Appendix 1, KPI 6	3. Monthly Performance & Progress Report
Monthly Progress Report	Schedule C Para 4.5	
Key Personnel Report	Schedule C Para 4.3	

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

1.3 Key Personnel

1.3.1 The Contractor's Delivery Team shall comprise the following Key Personnel and their roles and accountabilities are set out in the table below:

Role	Responsibilities
Contract Senior Suitable Person (CSSP)	<ul style="list-style-type: none"> • Overall accountability for the delivery of all Services under the Agreement. • Acting as the designated single point of contact with DE&S Senior Finance & Accounting Leadership Team on all matters related to the Services under this Agreement. • Engaging with the Authority Delivery Team and Authority Commercial Lead when required in the resolution of any issues or internal disputes that are likely to have an impact on service delivery. • Acting as the point of escalation for issues with performance and behaviour for any Approved Tasking Orders relating to Resource and Specific Task.
Contract Lead ("Grant Thornton UK LLP Contract Lead")	<ul style="list-style-type: none"> • Fully empowered on behalf of the Contractor. • Managing risks and issues and reporting to appropriate Authority forums. • Responsible for liaison and communications with the Authority. • Having the delegated authority of the Contractor to commit monetary and/or personnel resources to Contract services. • Leading day-to-day management, control and delivery of all work under the Contract, including the self-support processes. • Responsible for signing off all FSDP Task Order Forms aligning to the Tasking Process. • Leading and management of all mobilisation activity in relation to resources and Specific Tasks. • Representing the Contractor on all relevant Authority Governance Committees (as per Table 1). • Responsibility for all required administration (including meeting minutes) relating to the contract. • Authority Delivery Team and Authority Commercial Lead • Administering this Agreement with the Authority. • Tracking and reporting against the agreed KPIs. • Ensuring financial management processes and procedures are aligned to the Authority's financial and contract documents and this Agreement. • Providing monthly reports on all Approved Tasking Orders • (for both Resource and Specific Tasks).

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

	<ul style="list-style-type: none"> • Providing monthly resourcing reports. • Administering the payment application process including issuing invoices to the Authority. • Providing the Authority with access to open book finance records that are visible and transparent and in accordance with this agreement. • Undertaking financial reporting. • Supporting the Contractor's Finance Manager to: <ul style="list-style-type: none"> • Track and report against the agreed KPIs. • Operate the financial management processes and procedures. • Administer the payment application process including issuing invoices to the Authority. • Setting up and operating the Contractor's resource management process. • Liaising with ADT Lead to understand the requirements for Personnel and Specific Tasks. • Co-ordinating pre-mobilisation, mobilisation and demobilisation and any migration-related resource issues. • Ensuring all Personnel complete a Pre-mobilisation Checklist and that they meet the mobilisation requirements. • Managing the Contractor's resource tracker to achieve timely deployment of resources. • Co-ordinating security clearances with the List X certified team and Contractor security team. • Responsible for co-ordinating Grant Thornton UK LLP proposal to each Tasking Order and tracking performance against the specified Performance, Cost, Time (PCT) criteria for each Approved Tasking Order. • Establishing and operating the Contractor's process for managing Approved Tasking Orders for all Tasks (Resource and Specific Tasks). • Managing the Contractor's Task Order Tracker (for Resource and Specific Tasks) to achieve timely responses to all Approved Tasking Orders (for both Resource and Specific Task). • Ensuring that all Specific Tasks meet the relevant quality standards agreed for each Approved Tasking Order.
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2. CONTRACT MANAGEMENT MECHANICS

2.1 Curriculum Vitae (CV) Screening

2.1.1 When the Authority raises a requirement for Resource pursuant to Paragraph 2 of Appendix 1 (Task Order Form Process) of Schedule C (Contract Management and Tasking), the Contractor shall source potential candidates and undertake a screening of their CV.

2.1.2 The Contract Lead shall apply criteria to determine skills, qualifications, experience, behaviour and ability to meet the Authority's working arrangements to downselect the most appropriate Personnel to fulfil the Authority's requirement.

2.1.3 In determining whether the Resource to be deployed by the Contractor are suitable to fulfil the role requested by the Authority, the Contract shall use the Finance and Accounting Function Success Profiles as set out in Schedule A (Requirements), Annex A, Appendix 1 (Finance and Accounting Function Success Profiles) in accordance with the Contractor's Pre-mobilisation Process.

2.1.4 The Contractor shall provide to the Authority Demander a copy of all CVs applicable to the chosen resource in addition to the activities listed at Appendix 1 (Task Order Form Process) of this Schedule C.

2.1.5 The Contract shall complete a checklist of the selection criteria pursuant to Paragraphs 2.1.2 and 2.1.3 in the Resource's interview to confirm that the Contractor has properly carried out the screening of the Resources' CV in accordance with this Paragraph 2.1.

2.2 Retention of Specific Team Member

2.2.1 Upon the Authority's request to retain a specific Team Member, the Contractor shall meet with the Authority to agree a proposed Task that the individual will work on and their roles and responsibilities in the proposed Task. Upon the agreement of the proposed Task, the Contractor shall complete the Task Order Form in accordance with the Tasking Process pursuant to Schedule C (Contract Management and Tasking).

2.2.2 The Contractor shall mobilise the specific Team Member to the Task in accordance with Schedule A (Requirements).

2.3 Resource Management Protocols

2.3.1 The Authority shall allocate a Task Order Delivery Manager to a Resource before the Resource commences a Task. The Task Order Delivery Manager (or delegate) shall provide day-to-day direction to the Resource in delivering a Task.

2.3.2 The Contractor shall have in place a resource management process, which includes the Contractor's Pre-mobilisation process to enable the effective deployment of Resources.

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

2.3.3 Prior to Resource placement, the Contractor shall provide a brief to a Resource detailing:

- (A) The name of the Resource's Task Order Delivery Manager (and any delegate);
- (B) The name of the Contractor Manager;
- (C) The Task deliverables and the individual's performance objectives and measures of personal performance;
- (D) The availability of self-support mechanisms; and
- (E) The tasks to be undertaken by the Resource, timescale of them and measures of Task success.

Engaged Personnel shall use the Authority's Time Recording system for the purposes of recording personnel activity against projects. Engaged Personnel shall also record their time expended on the Services in the Contractor Group's time recording system to facilitate the Contractor's financial management system.

2.4 Specific Tasks Management

2.4.1 When the Authority raises a requirement pursuant to Appendix 1 (Task Order Form Process) of Schedule C (Contract Management and Tasking) for a Specific Task, the Contractor shall consider the nature of the activities required to deliver the products (as defined in the Approved Tasking Order) and consider the skills; qualifications; and experience of the Contractor Group to select the most appropriate partner or sub-contractor to fulfil the Authority's requirement.

2.4.2 The Authority shall allocate a Task Order Delivery Manager for a 'Specific Task' Order before the Contractor commences a Task. The Task Order Delivery Manager (or delegate) shall provide the day-to-day management of the Contractor in delivering a Specific Task.

2.5 Demand Profiling Protocols

2.5.1 Resourcing & Specific Tasks Planning

- (A) The Contract Lead shall manage the Resourcing and Specific Tasks.
- (B) The Contract Lead shall work closely with the Authority Demanders to develop, maintain and operate a Resources and Specific Tasks Management system. This system will be used to manage allocation of resource to Approved Tasking Orders, the deployment dates, progress against the task requirement schedule or milestone and progress against completion of pre-deployment and mobilisation requirements.
- (C) A strategic resourcing decision between the Authority Demanders and the Contract Lead shall be held weekly during the mobilisation period of the

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

Agreement and in the event of a rapid mobilisation requirement; and monthly thereafter, during the Term of the Contract.

2.6 Task Order Tracker

- 2.6.1 The Contractor shall develop and maintain a Mobilisation Resource Tracker to progress Personnel in accordance with the pre-mobilisation and mobilisation requirements as set out in Schedule A (Requirements). The Contractor shall measure the required timescales for mobilisation against the relevant agreed Task Order and the KPIs.
- 2.6.2 In addition to 2.6.1, the Contractor shall develop and maintain a Specific Task Order Tracker to progress Specific Tasks in accordance with the requirements as set out in Schedule A (Requirements). The Contractor shall measure the required timescales for progress against the relevant agreed Task Order and the KPIs.
- 2.6.3 The Contractor shall share both the Mobilisation Resource and Specific Task Order Trackers information with the Authority Demanders at the strategic resourcing and specific task order meetings so as to provide the Authority with the visibility and transparency of the Contractor's progress against deliverables and milestones.

2.7 Mobilisation and De-Mobilisation

- 2.7.1 The Contractor shall procure, with the support of the Authority, the security clearance applications for all individuals deployed for the provision of the Services through the National Security Vetting Services (NSVS).
- 2.7.2 As required, the Authority shall arrange with the support of the Contractor, the appropriate IT accounts and site access pass required to undertake the Tasking.
- 2.7.3 The Contractor shall ensure that all deployed Resources have first undertaken all activity listed in the Pre-Mobilisation checklist (Appendix 2 to this Schedule C (Contract Management and Tasking)) and any required Mandatory Training detailed in Annex B. The Contract Lead shall ensure that each Resource has reviewed and signed the Pre-Mobilisation Checklist and has provided a copy to the Authority.
- 2.7.4 The Contractor will complete the demobilisation for the Resource, in accordance with Paragraph 15 of Schedule A(Requirement), within 3 business days of expiry or termination of the relevant Task.
- 2.7.5 The Contractor shall ensure where a handover between resources is required that this is at nil cost to the authority.

2.8 Rapid Mobilisation - Resources & Specific Tasks

- 2.8.1 In the event that a Rapid Mobilisation of Resources or for a Specific Task is identified by the Authority, the Contractor shall work with the Authority to identify and agree with the Authority the most appropriate method of meeting this requirement. This may include consideration of whether the Contractor redeploys existing resources who have already mobilised and been deployed on another Approved Tasking Order to fulfil the Task requirement(s).

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- 2.8.2 If and to the extent that the requirement is identified as 'Rapid Mobilisation' then the procedure set out at Appendix 1 within this Schedule C (Task Order Form and Process) shall apply, and the Parties shall agree any KPIs that may apply as referred to in Paragraph 1.1 of Schedule E (Payment and Performance Management) Part B.
- 2.8.3 If the Parties agree that the redeployment pursuant to Paragraph 2.8.1 is not the appropriate method or is only able to fulfil part(s) of the Task requirement(s), the Contractor may deploy resources subject to the satisfaction of the CV screening process and the security clearance requirements, to fulfil the whole or part(s) of the Task requirements.
- 2.8.4 If the Parties agree that the reprioritisation of existing Approved Tasking Orders pursuant to Paragraph 2.8.1 are not appropriate or will achieve only part of the Task requirement(s), the Contractor may request the task be delivered by a different member, subject to the satisfaction of the CV screening process and the security clearance requirements, to fulfil the whole or part(s) of the Task requirements.
- 2.8.5 In the event that the Task requires significant resources that may not be provided by redeployment and/or deployment of resources, the Contractor shall engage the appropriate resource to source short-term and/or long term contract personnel who are of suitable calibre to fulfil the requirements of the relevant roles as set out in Schedule A (Requirements), Appendix 1, Annex A (Finance and Accounting Success Profiles) whom shall be subject to the CV screening process, Premobilisation Checklist, mobilisation process and security clearance process as set out in Schedule A (Requirements) and Paragraph 2 of this Schedule C (Contract Management and Tasking) prior to commencement of the Task.
- 2.8.6 In the event that the Task requires significant resources that may not be provided by the Contractor resources, the Contractor shall engage the appropriate member of the Contractor organisation to source the resource required to enable the completion of the Task.

2.9 Quality and Performance Issues

- 2.9.1 The Contractor shall acknowledge in writing by electronic mail any Quality and Performance Issues notified to it within one (1) Business Day of notification.
- 2.9.2 The Contractor and the Authority Contract Lead (or their delegate) shall meet and discuss the Quality and Performance Issue within two (2) Business Days of notification of the Quality and Performance Issue.
- 2.9.3 The Contractor shall develop and agree with the Authority, Delivery and Contract Leads (or their delegates), a strategy that will address and resolve the Quality and/or Performance Issue within ten (10) Business Days of the initial notification (or such other period as the Authority agrees in its sole discretion) and shall record actions agreed, the date and time for resolution and Task Order Manager/Lead and Delivery Team Lead in a central register accessible to the Authority Delivery Team.

3. FINANCIAL REPORTING

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

3.1 Financial Reporting Requirements

- 3.1.1 The Contractor shall operate a self-support system capable of being hosted on the Authority's SharePoint site which enables the Contractor to provide the Authority the financial data and present the financial data in the agreed format in accordance with Appendix 1 (Task Order Form Process) of this Schedule C.
- 3.1.2 The self-support system shall import and aggregate the timesheet data from each member of the Contractor to generate the financial data as required by the Authority.
- 3.1.3 The self-support system shall be able to tailor a financial report to suit the Authority's requirements to spread the cost allocation across the Authority; Operating Centre; Unique Identification Number (UIN) /Function/Base/Basic Level Budget (BLB).
- 3.1.4 The monthly financial report shall include the following information:
 - (A) Progress to date, in terms of costs incurred and milestone achieved in the relevant month;
 - (B) Forecasting, in terms of anticipated costs, anticipated progress and resource planning; and
 - (C) Reporting on risks, issues and opportunities and their associated impacts and mitigation and realisation plans.

4. CONTRACT MANAGEMENT REPORTING

4.1 Contract Management Reporting Standards

When requested to manage and complete an Approved Tasking Order, the Contractor shall include with each invoice for both Resources and Specific Tasks:

- 4.1.1 an update on progress towards achieving the Deliverables and Milestones relevant to that Approved Tasking Order;
 - 4.1.2 a list of those Deliverables and Milestones relevant to that Approved Tasking Order that are at risk of not being achieved (with an explanation as to why that risk has arisen and a mitigation proposal);
 - 4.1.3 the Milestones and Deliverables agreed between the Parties at the outset of the Approved Tasking Order and the agreed fee associated with each of the Milestones and Deliverables;
 - 4.1.4 the subtasks of the Milestones and the level of attainment against each of the subtasks;
 - 4.1.5 the Personnel who were deployed to carry out the Approved Tasking Order, the time expended by each of the Personnel including a copy of the timesheets for the Approved Tasking Order.
- 4.2 The Contractor shall provide on a monthly basis the following information:

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- 4.2.1 The number of Engaged Personnel within the Contractor organisation with Security Clearance (SC) and Developed Vetting (DV) Clearance;
- 4.2.3 The Success profiles to which the Resources and Specific Tasks are aligned.
- 4.3 The Contractor shall provide a written report to the Authority five (5) Business Days prior to the Monthly FSDP Management Meeting prior to detailing in bullet point format, the activities to be performed by Key Personnel and time expended by each Key Personnel during that Month.
- 4.4 The Contractor shall maintain a register to log all risks, issues and opportunities identified during the Term of the Agreement. The Contractor shall update the register on a monthly basis by identifying the change in the month for each risk, issue or opportunity, assessing the impact of risks, issues and opportunities and ranking them in order of severity of their impact.
- 4.5 The Contractor shall identify and provide to the Authority a monthly progress report of the:
 - 4.5.1 top 5 risks that might affect the future delivery of the Service;
 - 4.5.2 top 5 issues that are affecting the delivery of the Service;
 - 4.5.3 proposed or revised mitigation measures for the risks / issues;
 - 4.5.4 the progress of the mitigation measures which have been agreed by the Authority for the risks and issues which have been identified in the preceding monthly progress reports but have not been resolved in the relevant month.

Financial Management Reporting

5. Financial Management Reporting Requirements

- 5.1 The contractor shall collate and report financial data which shall for resources and specific tasks, include the following information:
 - 5.1.1 Details of the time spent by each member of the personnel in carrying out their responsibilities under each applicable approved tasking order, including copies of any relevant invoices issued by such personnel; the rate of utilisation of the budget for such personnel set out in each applicable approved tasking order;
 - 5.1.2 If the events set out in this paragraph 5.1 have occurred, notification that:
 - (A) the rate of utilisation of the budget for Personnel set out in each applicable Approved Tasking Order has reached or exceeded 85%;
 - (B) activities against the agreed firm price in relation to an Approved Tasking Order for a Specific Task has reached or exceeded 85%; or
 - (C) that the remaining duration of such Approved Tasking Order is less than one (1) Month;
 - (D) resources have been deployed for a period of 18 continuous months
 - 5.1.3 Profiled forecasts of anticipated future expenditure by the Authority under each applicable Approved Tasking Order;

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- 5.1.4 A list identifying each Member of the Personnel working under each applicable Approved Tasking Orders, which includes its grade/level (identified by reference to the Finance Function Success Profiles) and the business days it has carried out work under the relevant Approved Tasking Order; and
 - 5.1.5 The Milestone Payments anticipated to fall due in respect of each relevant Specific Task during the course of the Month following the date such data is provided.
6. The contractor shall at all times maintain and make available to the authority, information, documents, records and other material in the possession of, or available to, any associate that relates to the services, including information, documents, records and other material relating to the costs incurred by the contractor in carrying out the services. The authority may examine these records for any purpose relating to the services including to verify if a cost of the contractor is an allowable costs; to verify any other matter relating to the fees; or to monitor the contractor's performance of its obligations under this agreement. The contractor shall ensure that any books of account relating to the services in accordance with the UK generally accepted accounting principles and ensure that they show (where applicable) in detail:
- 6.1 timesheets and records of expenses of any employee of the Contractor that relates to the provision of the Services;
 - 6.2 a list of any person and details of the payroll of such person that carries out work relating to the Services;
 - 6.3 a copy of all invoices detailing any additional costs relating to an Approved Tasking Order and agreed by the Authority;
 - 6.4 any Sub-contractors audited financial statements that will include a cost breakdown between administrative overheads, expenditure and profit relating to the Services;
 - 6.5 a list of all Approved Tasking Orders, categorised by domain, operating centre, financial value and (if applicable) grade/level of the Member of the Engaged Personnel (identified by reference to the Finance and Accounting Function Success Profiles) required;
 - 6.6 costs incurred by the Contractor associated with performance of the Services at a site other than the Authority's premises at Abbey Wood.

APPENDIX 1

TASKING PROCESS

1. GENERAL

- 1.1 This Schedule outlines the Tasking Process for the Finance Support Delivery Partner (FSDP).

2. FSDP TASK ORDER FORM PROCESS

- 2.1 There are two deployment routes for personnel under FSDP Requirements (Resource for a specific vacancy or a Specific Task) which can be requested via the FSDP Task Order Form. An overview of the process is shown in Diagram 1.

2.1.1 Resource for specific vacancy

- (A) The Task Order Delivery Manager (or delegate) will complete the FSDP Task Order Form (FSDP TOF) Section 1, including, where relevant, the identification of any security matters in accordance with Clause 56 (Security Aspects Letter) of the Agreement, (other than the Task **Order ID**) and send it to the Authority along with confirmation of approved funding.

- (B) The Authority will consider the request and establish whether:

- (1) the Task can be resourced from existing functional resources;
- (2) the resource can be supplied from other DE&S resource; and
- (3) if no to both of the above, whether the request can be resourced via this Agreement

- (C) The Authority Delivery Team will:

- (1) review the FSDP Task Order Form;
- (2) accept and allocate an individual Task Order reference ("**Task Order ID**");
- (3) add the unique Task Order ID to FSDP Task Order Form Section 1; and
- (4) complete FSDP Task Order Form Section 2 and issue the FSDP Task Order Form to the Grant Thornton UK LLP Contract Lead.

- (D) Within five business days the Grant Thornton UK LLP Contract Lead will:

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- (1) consider, and where necessary, clarify the FSDP Task Order Form with the Authority or, if so directed, the Task Order Delivery Manager (or delegate);
 - (2) review available resources;
 - (3) provide a suggested resource approach and cost profile using the relevant Rate Card in the Agreement; and
 - (4) complete FSDP Task Order Form Section 3 and issue the proposal to the Authority.
- (E) Within five days the Authority will liaise with the Task Order Delivery Manager (or delegate) to discuss the proposal and:
- (1) if content, the Authority will confirm and obtain evidence of approved funding for the Task from the Task Order Delivery Manager (or delegate); or
 - (2) if not content, the Authority will either:
 - (a) engage with the Grant Thornton UK LLP Contract Lead and Task Order Delivery Manager (or delegate) to discuss and agree any amendments; or
 - (b) notify the Contract Lead that they no longer want to progress the FSDP Task Order Form.
- (F) If the Task is not progressed, the Authority Delivery Team will mark it as 'cancelled' against the corresponding Task Order ID.

2.1.2 FSDP requirement Specific Task

- (A) The process for a Specific Task (shown in Diagram 1) mirrors that for a specific vacancy and in addition, the steps in Paragraphs 2.1.1 A - F (inclusive) shall apply.
- (B) The Contractor Contract Lead will work with the Authority and the Task Order Delivery Manager (or delegate) to scope specific skill sets and role profile (s) requirements of resources required to meet the needs of the Specific Task.
- (C) The Contractor Contract Lead will produce a proposal for the FSDP Task Order Form outlining:
 - (1) A firm price for a Specific Task based of agreed rates including details of:
 - (a) staff levels;

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- (b) number of business days for each individual resource required;
 - (c) timeframe for mobilisation;
 - (d) proposed deliverables and Milestones; and
- (D) The Contractor Contract Lead will issue the proposal to the Authority.
- (E) The Authority will liaise with the Task Order Delivery Manager (or delegate) to discuss the proposal and:
 - (1) if content, the Authority will confirm and obtain evidence of the approved funding for the Task from the Task Order Delivery Manager (or delegate). Once such evidence is obtained, the Authority will issue the FSDP Task Order Form to the ADT Commercial Lead, who will complete Section 4 of the FSDP Resource Task Order Form, sign it and return to the Contract lead to action through mobilisation; or
 - (2) if not content, the Authority will either:
 - (a) engage with the Contract Lead and Task Order Delivery Manager (or delegate) to discuss and agree any amendments; or
 - (b) whether or not following any engagement under Paragraph 2.1.1 (E, 2) notify the Contract Lead that they no longer want to progress the FSDP Task Order Form.
- (F) If the Task is not progressed, the Authority Delivery Team will mark it as 'cancelled' against the corresponding Task Order ID.

3. APPROVED FSDP TASKING ORDER

- 3.1 Upon receipt of a FSDP Task Order Form by the Contract Lead with Section 4 completed, the Authority Commercial Lead will sign the FSDP Task Order Form and issue it to the Contractor. The FSDP Task Order Form will become an **"Approved FSDP Tasking Order"** on the date on which notice is given with the signed FSDP Task Order Form and any obligations within the FSDP Approved FSDP Tasking Order shall become effective on the next Business Day following such notice.
- 3.2 All FSDP Task Order Forms received by the Contract Lead will be logged and tracked by a central record point in a format approved by the Authority and on a system to which the Authority Delivery Team and Contract Lead have access and authorship/editing rights, broken down by Contract Year and by the Authority Financial Year.
- 3.3 The Authority Delivery Team will allocate a Task Order ID for each FSDP Task Order received by the Contract Lead in order of date of receipt by the Authority Delivery Team. The Authority Delivery Team shall ensure that Task Order IDs are unique, differentiate between Resource and Specific Task and will not be reused.

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- 3.4 A central record of progress against each Approved FSDP Tasking Order will be maintained by the Contract Lead at least monthly in accordance with Schedule C, table 1 (Authority FSDP Governance Meetings).
- 3.5 The Contract Lead will monitor the future pipeline of work under FSDP Task Order Forms that are not yet Approved FSDP Tasking Orders and from information from the Contract Lead and Authority.
- 4. RAPID MOBILISATION
 - 4.1 Where the Authority Delivery Team notifies the Contractor in an FSDP Task Order Form that a requirement is 'Rapid Mobilisation' then this Paragraph 4 will apply.
 - 4.2 The Task Order Delivery Manager (or delegate) will submit an FSDP Task Order Form in the usual way and the Authority will first consider redeployment of existing deployed Personnel from another Task. The Authority will liaise with the Task Order Delivery Manager (or delegate) on the 'losing resource' and 'gaining resource' Task Orders to agree action.
 - 4.3 The Authority will consider:
 - 4.3.1 local and wider impact in respect of the business areas 'losing resource' and 'gaining resource';
 - 4.3.2 impact on existing areas of business, engaging applicable stakeholders as appropriate;
 - 4.3.3 as an exception minimum entry requirements on mobilisation (including delaying mobilisation tasks until after the Personnel have started work under the Approved FSDP Tasking Order); and
 - 4.3.4 the reasonable sustainability of any actions taken.
 - 4.4 The Authority will also consider external avenues that could be exploited to satisfy the FSDP Task Order Form.
 - 4.5 The Authority will liaise with the Contract Lead to facilitate Rapid Deployment applications and adjust existing Approved FSDP Tasking Orders via the task amendment process set out in Paragraph 6 (Amendment of Tasking Orders).
 - 4.6 The Contract Lead will notify existing deployed Personnel of the change of resource placement, facilitate such change and arrange the amendment of Letters of Placement and reallocation by the Personnel, where applicable.
 - 4.7 Where there is any dispute between the Authority and Contract Lead regarding the release or reallocation of Personnel, within 5 Business Days of the dispute arising, the matter shall be escalated to the FSDP Governance structure and ultimately the CSSP for resolution.

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

- 4.8 In the event that the Authority and the Contractor agree that Personnel shall be deployed as "Rapid Deployment" in an Approved FSDP Tasking Order, then the Parties will discuss in good faith and use reasonable efforts to agree any and all other amendments to this Agreement necessary to facilitate such Rapid Deployment, including any consequential impact on KPIs.

5. FINANCIAL MANAGEMENT OF TASKING ORDERS

- 5.1 The Contract Lead shall monitor approved tasks on a weekly basis the actual spend against approved budget and the expiry dates of Approved FSDP Tasking Orders.

- 5.2 Where the actual spend under an Approved FSDP Tasking Order reaches or in the following week is reasonably likely to reach 85% of the approved budget, or the Approved FSDP Tasking Order is due to expire within 4 weeks, the Contract Lead must notify the Task Order Delivery Manager (or delegate) and Authority Demander.

- 5.3 The Contract Lead will provide three options to the Task Order Delivery Manager (or delegate) or Authority:

5.3.1 extension of Task time, if there is approved budget remaining;

5.3.2 extension of either or both Task time or budget, if the Task Order Delivery Manager can secure additional funding; or

5.3.3 expiration of the Task, allowing the Task to expire as originally agreed.

- 5.4 The Task Order Delivery Manager (or delegate) and Authority should be made aware of any outstanding activities that have not been completed which were part of the requirement and how much effort it is considered will be required to complete such activities.

- 5.5 The Contractor shall not be authorised to continue activities beyond the TOF expiry date or incur over budget until the Approved FSDP Tasking Order has been amended and the amendment signed by the Authority Commercial Lead in accordance with Paragraph 6 (Amendment of Tasking Orders) (and the Authority shall have no liability in respect of any costs incurred without such signature).

6. AMENDMENT OF TASKING ORDERS

- 6.1 Amendments to an Approved FSDP Tasking Order may be identified at any point in the duration of the task by the Task Order Delivery Manager (or delegate), by the Authority Delivery Team (subject to obtaining Task Order Delivery Manager agreement) deployed Personnel, or the Contractor Delivery Team.

- 6.2 Cost and resource implications of the relevant amendment shall be reconsidered by the Contract Lead who will be responsible for seeking the appropriate approvals.

- 6.3 If the Contract Lead and Authority agrees that it will proceed with the amendment, the Authority and Contractor shall:

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

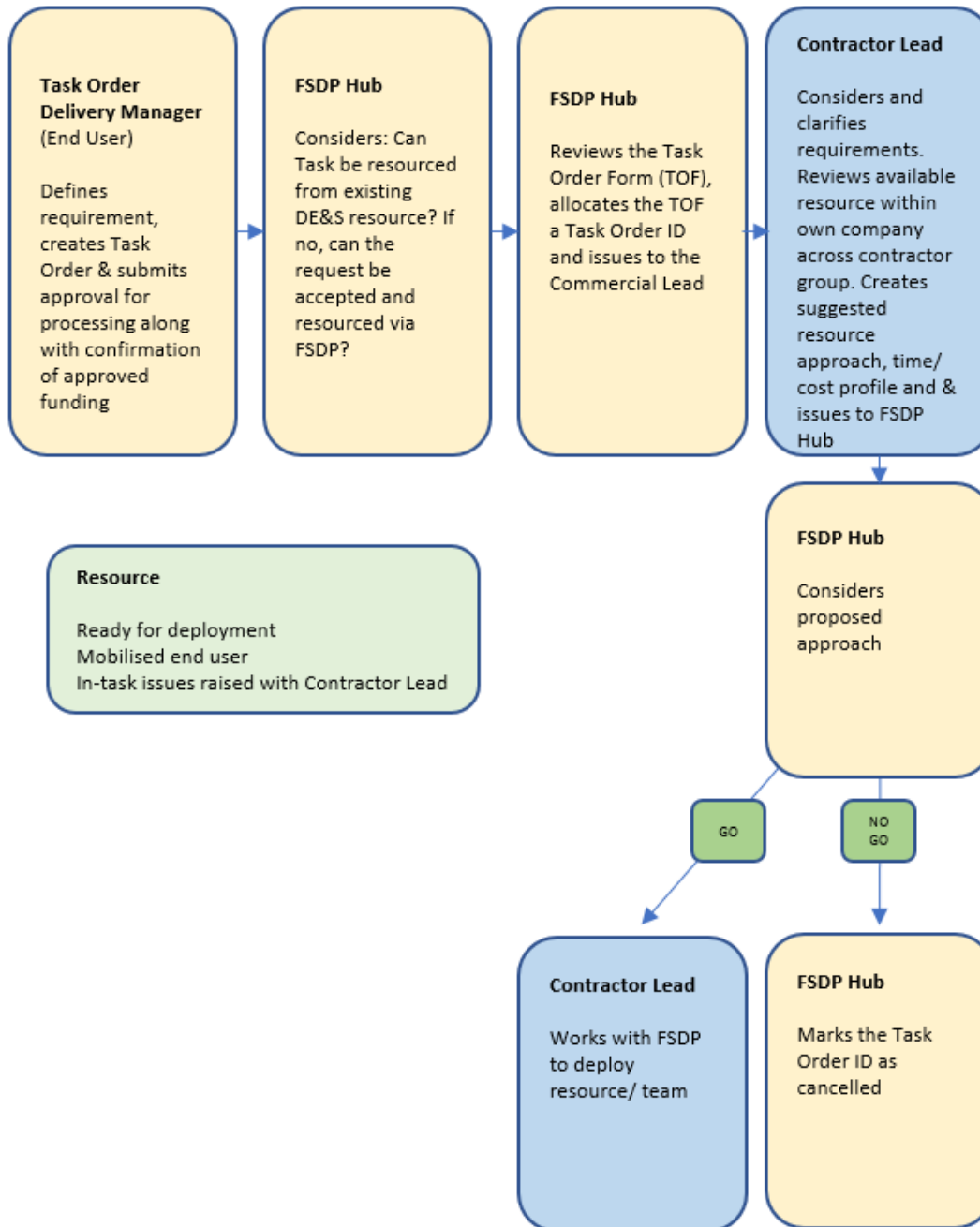
- 6.3.1 complete and execute Section 5 of the relevant Approved FSDP Tasking Order, detailing the terms of the agreed amendment; and
- 6.3.2 attach to such Approved FSDP Tasking Order the financial approval of the Authority to such amendment, and thereafter, such Approved FSDP Tasking Order shall be deemed to be updated, and the Contractor shall deliver such Approved FSDP Tasking Order in accordance with its revised terms.

6.4 In the event that the Contract Lead and Authority are unable to agree the terms of an amendment to an Approved FSDP Tasking Order, such difference shall be a Dispute and determined in accordance with Clause 53 (Dispute Resolution Procedure).

7. EARLY TERMINATION OF TASKS

- 7.1 The Authority may terminate an Approved FSDP Tasking Order by giving notice at any point provided that it gives the Contractor one (1) Business Days' notice in the case of a Resource and five (5) Business Days' notice in the case of a Specific Task, of the termination.
- 7.2 Written confirmation of the termination request will be submitted by the Authority Demander or Task Order Delivery Manager (or delegate) to the Authority Commercial Lead who will monitor the termination of the Task.
- 7.3 The Contractor will demobilise the Personnel in accordance with Clause 39.2.3 and Paragraph 15 (Demobilisation) of the Requirements.
- 7.4 If an Approved FSDP Tasking Order is terminated early, the Contractor shall only be entitled to claim accrued costs in carrying out the Approved FSDP Tasking Order up to and including the last date of mobilisation (which shall be no longer than the period described in Clause 39 (Engaged Personnel)).
- 7.5 Prior to the conclusion of any task or assignment, the FSDP must ensure all activities are completed by personnel, including:
 - 7.5.1 all task and/or assignment deliverables and/or progress to date, must be accepted and signed off by FSDP Task Order Form (FSDP TOF) Delivery Manager;
 - 7.5.2 all filing and storing of information must be completed prior to personnel departure;
 - 7.5.3 all relevant knowledge captured and transferred to the FSDP TOF Delivery Manager.

Diagram 1: FSDP Tasking Process



FSDP TASK ORDER FORM

1. GENERAL INSTRUCTIONS FOR COMPLETION

- 1.1 This FSDP Task Order Form is issued pursuant to the FSDP agreement made between Grant Thornton UK LLP and the Authority dated (the "Agreement"). When Sections 1 to 4 are fully and properly completed, this FSDP Task Order Form shall form part of the terms and conditions of the Agreement and those terms and conditions shall form part of this FSDP Task Order Form. Defined terms in this form shall have the same meaning as the defined terms in the Agreement.
- 1.2 The purpose of this Task Order Form is to record the terms of the provision by the Contractor to the Authority of requested Resources and/or Specific Tasks. Both parties should complete this form in accordance with the requirements of the Agreement.
- 1.3 Text in this form in square brackets is for guidance only and should be removed on completion of this Task Order Form.

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

ANNEX 1 TO APPENDIX 1

FSP TASK ORDER FORM

This Task Order Form is to be used to articulate the requirement for workforce augmentation **or** the delivery of a specific task through the Finance Support Partner Contract.

Mandatory Steps:

1. For workforce augmentation (Resource) the Delivery Manager confirms with the Functional Management Team that the requirement should be met through the Finance Support Delivery Partner (FSDP), that there is a valid vacant position on the Deployment Tool and the request is affordable.
2. For a Specific Task the Delivery Manager confirms that funding is available and writes a Business Case to cover the scope of the requirement.
3. Delivery Manager completes sections 1 & 2 and submits to the Capacity team within the Finance Management Team.
4. The Capacity Team checks and clarifies details, issues a reference number and formally submits to the FSP.
5. In consultation with the Delivery Manager, the FSDP constructs and returns their Proposal (Section 3).
6. The Authority completes Section 4 signifying acceptance and approval (for a Specific Task a separate Business Case is required, approved by an Authority financier with an appropriate delegation).

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

ANNEX 1 TO APPENDIX 1

Tasking Order Form reference number: *Allocated by The Finance Management Team*

SECTION 1 – DELIVERY TEAM IDENTIFICATION & APPROVAL

Task Title	
Domain & Sub Domain	
Delivery Team / Organisation	
Task Sponsor (responsible for acceptance)	
Post	
Address	
Telephone No.	
E-mail	

Financial Details

BLB		Financial Approver	
UIN		Project Code	
RAC		Delivery Manager	
VAT Code			

Issue of Tasking Order

Date Draft Tasking Issued to Hub		Deadline for response to the Tasking	
----------------------------------	--	--------------------------------------	--

Note: The information contained in this form should not be classified higher than 'Official'.

SECTION 2 – REQUIREMENT

To be completed by the Delivery Manager

Requirement	
Type of task	<input type="checkbox"/> Workforce Augmentation <input type="checkbox"/> Specific Task <input type="checkbox"/> Specialist Requirement
Required Clearance (see note at annex)	<input type="checkbox"/> BPSS <input type="checkbox"/> SC <input type="checkbox"/> DV <input type="checkbox"/> NNPI
Nationality limitations	

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

ANNEX 1 TO APPENDIX 1

Description of Task/Assignment including activities to be undertaken and deliverables, how the deliverables will be used, discipline/specialism & level of resource required.			
Task Primary Location			
Government Furnished Assets (GFA) Requirements (Desk booking, other dependencies)			
Conflict of Interest concerns			
TUPE Considerations (If required)			
Start Date:		End Date:	

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

ANNEX 1 TO APPENDIX 1

KEY DELIVERABLES (FOR SPECIFIC TASKS ONLY)

To be completed by the Delivery Manager

Serial Add as appropriate	Activity to be Undertaken by Supplier	Deliverable	Required Delivery Date	Acceptance Criteria
1				
2				
3				

RESOURCES (FOR WORKFORCE AUGMENTATION & SPECIALIST REQUIREMENT)

To be completed by the Delivery Manager. A valid Demand ID is required for all resources.

Serial Add as appropriate	Details of Functional Success Profiles and Level Required or Specialist Requirement	Demand ID	Start Date	End Date
1				
2				
3				

Please now forward to the Capacity team within the Finance Management Team

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

ANNEX 1 TO APPENDIX 1

SECTION 3 - PROPOSAL FROM CONTRACTOR

(To be completed by the Contractor Lead)

Part 1 – Overview of Contractors Proposal	
Anticipated Start Date (To be agreed)	
Proposed Approach	<input type="checkbox"/> Workforce Augmentation <input type="checkbox"/> Specific Task <input type="checkbox"/> Specialist Requirement
Proposed total Firm Price Cost, (inc. reimbursable expenses) using the Rate Card.	
Any additional information	
Pre-booked Annual Leave?	
Proposal Status	Provisional Final

Part 2 – Milestone / Stage Payment				
Milestone / Stage Payment	Measurable Key Deliverable	Due Date	Task %	Value £k (ex VAT)
1				
2				
3				
4				
5				
6				
7				
8				
9				
Total				

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING

ANNEX 1 TO APPENDIX 1

Part 3 – RESOURCE PROFILE TEMPLATE - DETAIL

(To be completed by the Contractor Lead)

Applicable Rate(s) (from Rate Card)

Serial Add as appropriate	Role Title	Resource	Grade / Level & Discipline/ Specialism)	Rate Card	No. of Busine ss days	Total

Completed By.....

Date

Approved By

Date

(Task Delivery Manager)

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

Part 4 – Payment Terms	
Milestone/Stage Payments (where agreed)	<input type="checkbox"/>
Monthly (Resource for Specific Assignment or where agreed with ADT Commercial Lead only applicable to Tasks with deliverables where provision has been made for monthly payments)	<input type="checkbox"/>

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

SECTION 4 – AUTHORISATION – FSDP TASKING ORDER FORM

Part 1 - Acceptance (to be completed by the Demanding Authority)

To be completed by Task Sponsor (identified on Page 1)			
In accordance with this FSDP Tasking Order:			
<p>a. I can confirm that:</p> <p>i. The FTE business days effort, material and Sub-Contractor costs detailed within the Contractor quotation at Section 3 are commensurate with the work involved.</p> <p>ii. All GFA required in support of this task, as detailed at Section 2 will be made available to the Contractor within the required timescales.</p> <p>iii. The Target date for completion of the task is acceptable.</p>			
Name		Signature	
Role			
Date			
To be completed by DT Finance			
In accordance with this Tasking Order I can confirm funding is approved.			
Name		Signature	
Role			
Date			
To be completed by the Capacity team.			
I can confirm that this Task has been approved at a budget / firm price detailed in Section 3			
Name		Signature	
Role			
Date			

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

1.3

1.4 Part 2 – Rejection (to be completed by the Demanding Authority)

To be completed by Task Order Delivery Manager			
In accordance with this FSDP Tasking Order: Form			
<p>I can confirm that:</p> <p>i. The quotation provided by the Contractor has been rejected for the following reasons (Please Populate with justification of rejection)</p>			
Name		Signature	
Role			
Date			
To be completed by Authority Delivery Team (Commercial)			
<p>I can confirm that:</p> <p>i. You are required to submit a re-drafted TOF in accordance with the comments above.</p> <p>ii. The new quote should be received within ten working days from the date of the Authority Delivery Team Commercial signature.</p> <p>iii. The Authority does not wish to pursue this requirement.</p>			
Name		Signature	
Role			
Date			

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

SECTION 5 – CHANGE AUTHORITY FORM (to be completed by the Contractor and approved by Task Delivery Manager)

To be completed by Contractor:	
A: Changes to Original Statement of Requirement	
Please outline the following in the box below	
1	The nature of the change;
2	The instigator of the change (Contractor / Authority);
3	Reason for the change;
4	Any changed to the agreed Acceptance Criteria in the Tasking Order.
5	If the changes were instigated by the Authority, please attach evidence of the agreement.
Response	
B: Revised Statement of Requirement:	
Please outline in the box below how the work will be completed to fulfil the scope of the task, along with a schedule and any additional GFA required. If required, attach an annex.	
Response:	
C: Implication to Agreed Timeframes	
Please outline the following in the box below	
1	Increase / Decrease to number of business days required;
2	Amended start date;
3	Amended end date;
4	Amended number of business days / weeks.

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

Response			
D: Impact on Budget / Firm Price Quotation			
Please outline in the box below the impact of the change on the Price Quotation in the Tasking Order. This should include a breakdown of the new price.			
Response:			
To be completed by Task Order Delivery Manager / Lead:			
<p>I can confirm that:</p> <ul style="list-style-type: none"> i. The additional hour/ day's effort, material and Sub-Contractor costs detailed within the Contractor quotation as at the section above are commensurate with the work involved. ii. All GFA required in support of this task, as detailed at the section above will be made available to the Contractor within the required timescales. iii. The target date for completion of the task is acceptable. <p>A business case reference.....has been raised for authorisation (if required).</p>			
Name		Signature	
Role			
Date			
To be completed by DT Finance: (only if there is a change in the price)			
In accordance with this Change Authorisation Form and Tasking Order:			
I am content that funding is available for this Task Order.			
Name		Signature	
Role			

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

Date	
-------------	--

To be completed by Authority Delivery Team (Commercial)			
<p>I can confirm that:</p> <p>i. Task number..... has been approved at a revised Firm Price of £.....</p>			
<p>Payment on satisfactory completion of all work in accordance with the agreed acceptance criteria in the sections above and Tasking Order if there has been no change.</p>			
Name		Signature	
Role			
Date			

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

SECTION 6 – CLOSURE (to be completed by the Contractor and approved by Task Delivery Manager)

To be completed by Contractor:			
Serial	Activity / Deliverable	Key Milestone	Evidenced
1			
2			
3			
4			
5			
6			
Approved and completed time sheets / cost evidence attached (as appropriate)			
Skills Transfer Complete			
Completed Personnel Performance Questionnaire			
Total Firm Price ((ex VAT) £) /Total Budget {delete as necessary}			
To be completed by Contractor:			
I can confirm that the task is completed in its totality.			
Name		Signature	
Role			
Date			

TO BE COMPLETED BY TASK ORDER DELIVERY MANAGER:			
I am content that this Task Order is complete and can be closed down. I can confirm all deliverables have been received, all the payments have been made and, where appropriate, all GFA has been returned to the Authority.			
Name		Signature	
Role			
Date			

Security Clearance

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

The FSDP Contract states that **all personnel will have SC clearance as a minimum**. SC Clearance is currently averaging about 6 weeks to obtain and can only be applied for once an assignment has been confirmed. The FSP Team tries to identify candidates against Task requests as quickly as possible and this can mean that candidates with Baseline Personnel Security Standard (BPSS) clearance can be mobilised more quickly whilst the SC process is completed.

For clarity the relevant sections of security policy are included below.

12. The **BPSS allows** for access to HMG assets on a need to know basis, the BPSS is sufficient to allow an individual:

- Access to OFFICIAL assets of UK origin (including Official Sensitive materials).
- Occasional access to SECRET assets of UK origin in the normal course of business or during conferences or courses or briefings.
- Custody of a small quantity of SECRET assets.
- Entry to areas where SECRET assets are stored.
- To work in areas where SECRET and TOP SECRET information might be overheard.
- To use equipment capable of handling SECRET information, provided that access controls are in place.
- User access to the Public Services Network (PSN).

The BPSS is not sufficient for an individual working in a post in which they could obtain a comprehensive picture of a SECRET plan, policy or project. In this case a formal security clearance would be required.

13. The **BPSS does not allow**:

- Access to, or knowledge or custody of, assets classified CONFIDENTIAL or above, belonging to another country or international organisation (e.g. NATO).
- An overseas agent for a contractor to have access to, or knowledge or custody of, assets classified SECRET or above, in which case a Security Check (SC) is required.
- Access to a restricted site during an overseas visit.
- Access to any SECRET codeword material or TOP SECRET material.
- Logical access to the Public Services Network (PSN) (e.g. administrators who have the capability and opportunity to attack the system).

14. In these circumstances, depending on the level of access required, a formal security clearance will be required. This may also be necessary where a department or agency considers the risk of access to even a small amount of SECRET assets is unacceptable.

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

SCHEDULE C: CONTRACT MANAGEMENT:

1.5 APPENDIX 2 PRE-MOBILISATION CHECKLIST

Member of Personnel Name:			
Role Profile:			
Job Code:			
Task Order ID:		Date of Request	
Task Order Lead			
Operating Centre			

Key Milestones

Function Role Profile	Conflict of Interest check complete	Security Clearance	Contractor Training	Authority Training	Functional Training	Task Order Standards	Confirmations	SQEP Complete
CV screened by Authority to Confirm it meets Function Role Profile								
Conflict of Interest check complete								
Security Clearance								
							Date Complete	
			Business Continuity					
			Diversity and Inclusion					
			Defence Information Management Passport					
			General Security Threat Brief					
			Counter Fraud and Corruption					
			The DE&S Way Overview (for DE&S Assignments)					
			Health and Safety					
			Spotlight on Health and Safety					
			SYOPS					
Authority Required Training within 20 Business days of commencing a Task								
Individual Letter of Placement Agreement Signed and returned to FSDP ADT Lead								
Privilege and Confidentiality Agreement Signed and returned to FSDP ADT Lead								
Task Order specified additional standards, including UK National only or Training								
Confirmation Contractor has provided Member of Personnel with			The details of their Task Order Lead or delegate and details of where/when to arrive					
			IT Systems access in accordance with the requirements of the Approved Tasking Order					
			Access to the Self-Support System					
			Full Name					
Confirmation Contractor has provided the			Entity email address					

SCHEDULE C: CONTRACT MANAGEMENT AND TASKING:

ANNEX 1 TO APPENDIX 1

Task Order Lead with details of Member of Personnel	Mobile phone number	
	Personal Unique ID (PUID)	
	Security Clearance	
	FSDP Contractor Delivery Team Point of Contact	

Signed by Approver:.....
Date:.....

Name of Approver:.....

Signed by Member of Personnel:.....
Date:.....

Name.....

SCHEDULE D: DISPUTE RESOLUTION PROCEDURE

INTERPRETATION AND CONSTRUCTION

- 1.1 Defined terms in this Dispute Resolution Procedure shall have the meanings given to them in Clause 1.1 (Definitions) and, unless the context otherwise requires, the following terms shall have the meanings given below:
- 1.2 "Adjudicator" has the meaning given to it in Paragraph 5.2;
- 1.3 "Adjudication Notice" has the meaning given to it in Paragraph 5.3;
- 1.4 "Existing Dispute" means any Dispute;
- 1.5 "LCIA Court" means the London Court of International Arbitration;
- 1.6 "LCIA Rules" means the LCIA Rules of Arbitration;
- 1.7 "Request for Arbitration" has the meaning given to it in the LCIA Rules;
- 1.8 "Representatives' Dispute Notice" has the meaning given to it in Paragraph 3.1
- 1.9 "Representatives' Dispute Settlement Agreement" has the meaning given to it in Paragraph 3.2;
- 1.10 "Senior Dispute Notice" has the meaning given to it in Paragraph 4.1;
- 1.11 "Senior Representative" means the senior representative of a Party designated by the Contractor's Representative or the Authority Delivery Team (ADT) Programme Lead (as applicable) who has authority to meet with the other Party's Senior Representative in accordance with this Dispute Resolution Procedure and the expression "Senior Representatives" shall be construed accordingly;
- 1.12 "Senior Representative Dispute Settlement Agreement" has the meaning given to it in Paragraph 4.3; and
- 1.13 "Tribunal" means an arbitral tribunal appointed in respect of an Existing Dispute.

OUTLINE OF THE DISPUTE RESOLUTION PROCEDURE

- 2.1 Save as otherwise expressly provided in this Agreement, in the event a Dispute arises:
 - 2.1.1 the Parties shall first seek to resolve the Dispute by convening a meeting of the Parties' Representatives, who shall seek to resolve the Dispute in accordance with Paragraph 3 (Parties' Representatives);
 - 2.1.2 if the Parties' Representatives are unable to resolve the Dispute in accordance with a meeting held under Paragraph 3 (Parties Representatives), the Parties shall seek to resolve the Dispute by convening a meeting of the Senior Representatives of the Parties in accordance with Paragraph 4 (Senior Representatives);
 - 2.1.3 if the Senior Representatives are unable to resolve the Dispute in accordance with Paragraph 4 (Senior Representatives) then, subject to Paragraph 2.1.4, either Party may refer the Dispute to adjudication in accordance with Paragraph 5 (Adjudication) or arbitration in accordance with Paragraph 6 (Arbitration). If the Dispute is referred

SCHEDULE D: DISPUTE RESOLUTION PROCEDURE

to adjudication in accordance with Paragraph 5 (Adjudication), then the decision issued in the adjudication shall be binding upon the Parties unless within thirty (30) days of service of the decision, the matter is referred by either Party to arbitration in accordance with Paragraph 6

(Arbitration); and

2.1.4 if the Dispute relates to any matter which the Authority may (in accordance with the terms of this Agreement) determine in its sole discretion, then the Parties shall attempt to resolve that Dispute in accordance with Paragraph 2.1.1 and 2.1.2 but shall not be entitled to refer the Dispute to either or both adjudication or arbitration under Paragraph 2.1.3. For the avoidance of doubt, should the Senior Representatives not be able to agree a Senior Representative Dispute Settlement Agreement for such a Dispute, then the Authority shall determine in its sole discretion that Dispute.

2.2 Notwithstanding any other provision of these Schedule D (Dispute Resolution Procedure), a Party may at any time serve a Request for Arbitration so as to prevent the expiry of any applicable limitation period.

2.3 Any notice given under this Schedule D (Dispute Resolution Procedure) shall comply with Clause 12.1.2 and may not be given by email.

PARTIES' REPRESENTATIVES

3.1 A Party may refer any Dispute by notice in writing to the other Party (a "Representatives' Dispute Notice"). The Representatives' Dispute Notice shall include the following details:

3.1.1 the subject matter of the Dispute and the issues to be resolved;

3.1.2 the position the referring Party believes is correct and the referring Party's reasons for that position;

3.1.3 copies of any documents in the referring Party's possession which the referring Party considers to be important and relevant; and

3.1.4 a statement of the determination, remedy or recourse which the referring Party seeks. The Parties to the Dispute shall procure that the Representatives shall meet during the period within five (5) Business Days from date of service of the Representatives' Dispute Notice, and if necessary shall meet more than once, to seek to resolve the Dispute by agreement.

3.2 Any agreement reached by the Representatives which resolves the Dispute must be in writing (which for these purposes shall not include email) and signed by the Representatives (the "Representatives' Dispute Settlement Agreement").

3.3 If the Representatives do not resolve the Dispute within fifteen (15) Business Days of the date of service of the Representatives' Dispute Notice (or within such further time as the Representatives may agree) then either Party may refer the Dispute to the Senior Representatives in accordance with these Rules.

3.4 Unless the Parties otherwise agree in writing, referring expressly to this Paragraph 3.4, all Representatives' meetings shall be held on a without prejudice basis and all communications prior to and during any such meeting (including any concessions, waivers or agreements (other than a Representatives Dispute Settlement Agreement and any evidence required to

SCHEDULE D: DISPUTE RESOLUTION PROCEDURE

establish that a Representatives Dispute Settlement Agreement has been signed) made by a Party in the course of discussions pursuant to this Paragraph 3.4 and all documents produced for, used in or made available for any such meeting, and which are not otherwise available, known or subject to other obligations of disclosure, are privileged and shall not be disclosable or raised by the Parties in any subsequent Legal Proceedings. Notwithstanding this Paragraph 3.4, either Party may enforce the terms of a Representatives' Dispute Settlement Agreement and cite evidence of such Representatives' Dispute Settlement Agreement having been signed in any proceedings.

SENIOR REPRESENTATIVES

- 4.1** If permitted by Paragraph 3 (Parties' Representatives), a Party may refer any Dispute by notice in writing to the other Party (a "Senior Dispute Notice"). The Senior Dispute Notice shall include the following details:
- 4.1.1** the subject matter of the Dispute and the issues to be resolved;
 - 4.1.2** the position the referring Party believes is correct and the referring Party's reasons for that position;
 - 4.1.3** the identity of the referring Party's Senior Representative;
 - 4.1.4** copies of any documents in the referring Party's possession which the referring Party considers to be important and relevant; and
 - 4.1.5** a statement of the determination, remedy or recourse which the referring Party seeks.
- 4.2** The Parties shall procure that the Senior Representatives of each Party shall meet during the period within fifteen (15) Business Days from date of service of the Senior Dispute Notice, and if necessary shall meet more than once, to seek to resolve the Dispute by agreement.
- 4.3** Any agreement reached by the Senior Representatives which resolves the Dispute must be in writing (which for these purposes shall not include email) and signed by the Senior Representatives (the "Senior Representative Dispute Settlement Agreement").
- 4.4** If the Senior Representatives do not resolve the Dispute within fifteen (15) Business Days of the date of service of the Senior Dispute Notice (or within such further time as the Senior Representatives of the Parties may agree in writing) then, subject to Paragraph 2.1.4, either Party may refer the Dispute to adjudication or arbitration in accordance with these Rules.
- 4.5** Unless the Parties otherwise agree in writing, referring expressly to this Paragraph 4.5, all Senior Representatives' meetings shall be held on a without prejudice basis and all communications prior to and during any such meeting (including any concessions, waivers or agreements (other than a Senior Representative Dispute Settlement Agreement and any evidence required to establish that such Senior Representative Dispute Settlement Agreement has been signed) made by a Party in the course of discussions pursuant to this Paragraph 4.5) and all documents produced for, used in or made available for any such meeting, and which are not otherwise available, known or subject to other obligations of disclosure, are privileged and shall not be disclosable or raised by the Parties in any subsequent Legal Proceedings. Notwithstanding this Paragraph 4.5, either Party may enforce the terms of a Senior Representative Dispute Settlement Agreement and cite evidence of any such Senior Representative Dispute Settlement Agreement having been signed in any proceedings.

SCHEDULE D: DISPUTE RESOLUTION PROCEDURE

ADJUDICATION

- 5.1** If permitted by Paragraph 4 (Senior Representatives), either Party has the right to refer a Dispute to adjudication under Paragraph 5 (Adjudication) or arbitration under Paragraph 6 (Arbitration). In addition, either Party may commence an arbitration following adjudication, subject always to the time limit set out in Paragraph 5.7. If the Party not commencing the adjudication opposes the resolution of the Dispute by adjudication or refuses to participate in the adjudication (including in respect of the appointment of the Adjudicator), then the Dispute shall be resolved by arbitration under Paragraph 6 (Arbitration).
- 5.2** In the event of adjudication, the selection and appointment of the adjudicator (the "Adjudicator") shall be by agreement between the Parties. If a Dispute involves issues arising under more than one area of expertise, the Parties may refer the Dispute to more than one Adjudicator in succession. If there are separate adjudications relating to the same Dispute, the later Adjudicator shall be bound by the decisions (including any reasoning) of the previous Adjudicator in so far as is relevant to its area of the Dispute.
- 5.3** A Party may refer a matter to adjudication by serving a notice on the other Party (an "Adjudication Notice"). The Adjudication Notice shall include the following details:
- 5.3.1** the subject matter of the Dispute and the issues to be resolved;
 - 5.3.2** the position the referring Party believes is correct and the referring Party's reasons for that position;
 - 5.3.3** the name and details of a proposed Adjudicator;
 - 5.3.4** copies of any documents in the referring Party's possession which the referring Party considers to be important and relevant; and
 - 5.3.5** a statement of the determination, remedy or recourse which the referring Party seeks.
- 5.4** Each Adjudicator, when appointed to resolve a Dispute, shall be required to conduct himself in accordance with the following rules:
- 5.4.1** Within five (5) Business Days of selection in relation to a particular Dispute, the Adjudicator shall require the Parties to submit in writing their respective arguments. The Adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the Dispute.
 - 5.4.2** In any event, the Adjudicator shall provide to both Parties his written decision on the Dispute, within fifteen (15) Business Days of selection (or such other period as the Parties may agree after referral). Unless the Parties otherwise agree, the Adjudicator shall give reasons for his decision.
 - 5.4.3** The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, if not specified, equally by the Parties. Each Party shall bear its own costs arising out of the reference, including the costs and expenses of any witnesses.
 - 5.4.4** The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.

SCHEDULE D: DISPUTE RESOLUTION PROCEDURE

5.4.5 The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any certificate, instruction, determination or decision of whatever nature given or made under this Agreement with the exception of opinions, certificates, instructions, determinations or decisions of the Authority which are described as being at the Authority's discretion which the Adjudicator shall not be entitled to open up, review or revise.

5.5 All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.

5.6 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

5.7 The decision of the Adjudicator shall be binding upon the Parties unless within thirty (30) days of service of the decision of the Adjudicator on the Parties, the matter referred to Adjudication is, upon the filing of a Request for Arbitration by either Party, referred to arbitration in accordance with Paragraph 6 (Arbitration).

ARBITRATION

6.1 If permitted by Paragraph 4 (*Senior Representatives*) or Paragraph 5 (*Adjudication*), any Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this Paragraph 6 (Arbitration).

6.2 There shall be three arbitrators, selected as follows:

6.2.1 the claimant (or claimant parties jointly) shall appoint one arbitrator and the respondent (or respondent parties jointly) shall appoint one arbitrator for appointment by the LCIA Court;

6.2.2 if the claimant or claimant parties or the respondent or respondent parties fail to appoint an arbitrator, an arbitrator shall be appointed on their behalf by the LCIA Court in accordance with the LCIA Rules. In such circumstances, any existing appointment of the arbitrator chosen by the parties on the other side of the proposed arbitration shall be unaffected; and

6.2.3 the two arbitrators appointed in accordance with Paragraph 6.2.1 (and, if necessary, Paragraph 6.2.2) shall choose the third arbitrator, who shall be chairman of the Tribunal. In the absence of agreement between the two arbitrators as to the third arbitrator within fifteen (15) Business Days, the third arbitrator shall be appointed by the LCIA Court in accordance with the LCIA Rules.

6.3 The seat, or legal place, of arbitration shall be London, England.

6.4 The language to be used in the arbitral proceedings shall be English.

6.5 The law of the arbitration agreement shall be the laws of England and Wales.

SCHEDULE D: DISPUTE RESOLUTION PROCEDURE

- 6.6** The Parties shall not be entitled to call any individual who was previously appointed as an Adjudicator in connection with any aspect of the Dispute, in accordance with Paragraph 5 (Adjudication), to act as witness in the arbitration.
- 6.7** All Awards of the Tribunal shall be final and binding on the Parties.

ONGOING COMPLIANCE

- 7.1** Subject to Clause 44 (Disputed Amounts), the Parties shall continue to comply with, observe and perform all their obligations under the Agreement regardless of the nature of any Dispute and notwithstanding the referral of a Dispute for resolution and shall give effect forthwith to every decision of the Tribunal delivered under Paragraph 6 (Arbitration).

SCHEDULE E: PAYMENT MANAGEMENT

1. OVERVIEW

1.1 In consideration of the provision by the Contractor of the Services to the Authority, the Contractor shall be entitled to:

1.1.1 Fees – Resources and Specific Tasks (in each case) in accordance with this Schedule E (Payment Management).

1.1.2 Fees for Resources and Specific Tasks will, *inter alia*, reimburse the Contractor for costs incurred providing the Finance and Accounting Services under Schedule A (Requirements).

2. FEES

2.1 Resources

2.1.1 Resources are calculated each Month pursuant to this Paragraph 2.1 (Resources) by totalling the following agreed costs ("Rates"):

(A) for Personnel engaged under an Approved Tasking Order, an amount equal to the daily rate for such Personnel that is identified in an Approved Tasking Order and paid for each full day or half day (if applicable under the relevant Approved Tasking Order, provided that a half day shall comprise four (4) hours of work and an amount equal to half of the daily rate shall be paid for each half day) and that any such Personnel is engaged under that Approved Tasking Order in that Month, provided that such daily rate equals the fee for the relevant Contract Year reflected in the Rate Card for the Success Profile Level of such Personnel.

(B) Invoices will not be accepted until an Authority approved timesheet has been obtained by the contractor.

2.2 Specific Tasks

2.2.1 The Contractor will work together with the Authority Delivery Team to agree a firm price with an auditable breakdown of the costs for each Approved Tasking Order for Specific Tasks pursuant to this Paragraph 2.2.1 (Specific Tasks).

2.2.2 Paragraph 2.2.1 above must be evidenced and be explicitly approved by the Authority Delivery Team.

2.2.3 In the event that the relevant Specific Task must be completed by the end of the Month in which the relevant Approved Tasking Order is agreed, it shall be payable as a single payment made in respect of the Services provided that Month.

2.2.4 It is the responsibility of the contractor to obtain an approved and signed task sheet prior to submitting an invoice for payment.

SCHEDULE E: PAYMENT MANAGEMENT

2.3 Approved Tasking Order

2.3.1 The Parties shall agree and record in an Approved Tasking Order for Resource and Specific Tasks the following matters before the Contractor undertakes any work:

- (A) the Rates;
- (B) the total amount approved for Resources; and/or
- (C) the Firm Price for the Specific Task.

2.4 No Fees for Resources and/or Specific Tasks shall be paid in respect of any Services carried out under an Approved Tasking Order that:

2.4.1 has not been signed by the Authority Commercial Lead pursuant to the Tasking Process in Schedule A (Requirements);

2.4.2 exceed the total amount approved for a Resource; or

2.4.3 exceed the Firm Price for a Specific Task.

2.5 Invoices are calculated each Month as the sum of the total days approved and the relevant Rates for all Personnel engaged in the provision of the Services that Month, provided that no holiday or other absence shall be included when calculating the number of days (or half days if applicable to the Approved Tasking Order) in the relevant Month for which the Personnel were engaged.

2.6 The Parties shall agree and record in an Approved Tasking Order for Resource and Specific Tasks the following matters before the Contractor undertakes any work:

2.6.1 the Rates;

2.6.2 the budget for Resources; and/or

2.6.3 the Firm Price for Specific Tasks.

3. MONTHLY FEES REPORTS

3.1 The Contractor shall submit a Monthly Fees Report five (5) Business Days prior to the monthly Contract Management Meeting. The Monthly Fees Report will set out, in a format and level of detail that is reasonably satisfactory to the Authority, details of:

3.1.1 the Personnel and the Contractor Lead deployed by the Contractor pursuant to this Agreement, identifying the individuals concerned, the number of Business Days worked in the Month prior to such Contract Management Meeting and the total cost of those Personnel and Contractor Lead;

3.1.2 calculation of the Fees for that Month pursuant to Paragraph 2 (Fees) above setting out details of:

- (A) the gross Rates calculated pursuant to Paragraph 2.1;

SCHEDULE E: PAYMENT MANAGEMENT

- (B) any Retentions to be deducted from the gross Rates pursuant to the Performance Regime;
- (C) any Retentions due to be returned to the Contractor pursuant to Schedule L (Performance Management) to be added to the gross Rates;
- (D) any other adjustments due in accordance with the terms of this Agreement;
- (E) the net Fees for Resources that would be payable by the Authority if the Authority agrees with such calculation; and
- (F) (if required by the Authority) supporting evidence of the information provided under Paragraphs 3.1.

3.2 Specific Tasks

The Contractor shall submit a Monthly Fees Report for Specific Tasks five (5) Business Days prior to the monthly Contract Management Meeting. The Monthly Fees Report for Specific Tasks will set out, in a format and level of detail that is reasonably satisfactory to the Authority, details of:

- 3.2.1 payments due following the completion of an Approved Tasking Order or any milestone payments that are due under an agreed milestone payment plan in an Approved Tasking Order; the Personnel used to deliver the products required pursuant to the Approved Tasking Order, identifying any individuals concerned, the number of Business Days worked in the Month prior to such Contract Management Meeting and the total cost;
- 3.2.2 the Personnel used to deliver the products required pursuant to the Approved Tasking Order, identifying any individuals concerned, the number of Business Days worked in the Month prior to such Contract Management Meeting and the total cost;
- 3.2.4 any costs, in addition to the Specific Task Rates identified at Paragraph 2.2 which have been explicitly approved by the Authority Delivery Team;
- 3.2.5 calculation of the Fees for Specific Tasks for that Month pursuant to Paragraph 2.2 (Specific Tasks) above setting out details of:
 - (A) the gross Rates calculated pursuant to Paragraph 2.1;
 - (B) any Retentions to be deducted from the gross Rates pursuant to the Performance Regime;
 - (C) any Retentions due to be returned to the Contractor pursuant to Paragraph 2 Schedule L (Performance Management) to be added to the gross Rates;
 - (D) any other adjustments due in accordance with the terms of this Agreement;
 - (E) the net Fees for Specific Tasks that would be payable by the Authority if the Authority agrees with such calculation; and

SCHEDULE E: PAYMENT MANAGEMENT

(F) (if required by the Authority) supporting evidence of the information provided under Paragraphs 3.1.

- 3.3 Each Monthly Fees Report for Resources and Specific Tasks shall be reviewed by the Authority as part of a Contract Management Meeting. Subject to Clause 44 (Disputed Amounts), to the extent a Monthly Fees Report for Resources and Specific Tasks is accepted and approved by the Authority, the Contractor shall be entitled to invoice the Authority for the Fees accepted and approved in such Monthly Fees Report for Resources and Specific Tasks in accordance with Clause 43 (Invoicing and Payment).
- 3.4 To the extent a Monthly Fees Report for Resources and Specific Tasks is not accepted and approved by the Authority, the Authority shall give reasons for this and any matter or matters in dispute shall be determined pursuant to Clause 53 (Dispute Resolution Procedure).
- 3.5 If, following determination of a Dispute in relation to a Monthly Fees Report for Resources and Specific Tasks, the Contractor is entitled to invoice the Authority for any Fees and (as a consequence of that Dispute) the due date for payment of those Fees in accordance with Clause 43 (Invoicing and Payment) is later than the date that would have applied in accordance with Clause 43.3.6 (Invoicing and Payment) had the amount not been disputed, then for the purposes of Clause 46 (Interest on Late Payment) the due date for payment of those Fees shall be deemed to be the date that would have applied in accordance with Clause 43.3.6 (Invoicing and Payment) had the amount not been disputed.

SCHEDULE E: PAYMENT MANAGEMENT

APPENDIX 1 - RATE CARDS

1. Rates provided must include travel and subsistence to Ministry of Defence, Abbey Wood. Any T&S costs to sites outside of Abbey Wood shall be on a reimbursement basis upon the Contractor providing valid receipts up to the limits specified in the Authority's policy document "Ministry of Defence – Statement of Civilian Personnel Policy – Business Travel Guide V2.0-2019" (to be made available).
2. The descriptors for the Success Profiles and Specialist Requirements can be found at Schedule A (Statement of Requirements) to the T&Cs.

Success Profiles

Level	Firm Price Day Rate (£GBP)		
	Year 1	Year 2	Option Year 3
Senior Professional	Redacted	Redacted	Redacted
Professional I	Redacted	Redacted	Redacted
Professional II	Redacted	Redacted	Redacted
Senior Admin Specialist	Redacted	Redacted	Redacted
Admin Specialist	Redacted	Redacted	Redacted

Specialist Requirements

Level	Firm Price Day Rate (£GBP)		
	Year 1	Year 2	Option Year 3
Partner	Redacted	Redacted	Redacted
Director	Redacted	Redacted	Redacted
Managing Consultant	Redacted	Redacted	Redacted
Principle / Senior Consultant	Redacted	Redacted	Redacted

1. CONFLICTS OF INTEREST

- 1.1 The Contractor acknowledges and agrees that its performance of the Services pursuant to this Agreement could result in either or both:
- 1.1.1 the Contractor holding Commercially Confidential Information that could give rise to the Contractor, or any of its COI Associates, (whether alone, in a consortium, or otherwise) receiving, or potentially receiving an unfair advantage in relation to the tendering process for any Authority Contract in relation to which Engaged Personnel are directly or indirectly involved; or
 - 1.1.2 a potential or actual conflict of interest arising due to: (i) the Contractor's provision of the Services pursuant to this Agreement; and (ii) its, or any of its COI Associates', involvement (whether alone, in a consortium, directly or indirectly or otherwise) in any Authority Contract (any such Authority Contract, where an unfair advantage or potential unfair advantage or potential or actual conflict of interest arises, being a "Conflicting Project").
- 1.2 The Contractor warrants, as at the date hereof, that the processes set out in Paragraph 2 (General Restrictions Applying to Personnel) and Paragraph 3 (Information Barrier) (the "COI Management Process") are sufficient such that the Contractor, and its COI Associates, will not receive an unfair advantage in relation to any Conflicting Project and otherwise are sufficient to manage any potential or actual conflict of interest that it or any of its COI Associates may have.
- 1.3 The Contractor warrants, as at the date hereof, that all material details of any potential or actual unfair advantage or potential or actual conflict of interest that it has in relation to any Conflicting Project, as at the date hereof, are disclosed in Appendix 1 (Disclosed Projects).
- 1.4 The obligations in relation to the COI Management Process shall apply, inter alia, to all Conflicting Projects set out in Appendix 1 (Disclosed Projects) and the Contractor also acknowledges that, from time to time (and without prejudice to Paragraph 1.12), the Authority may impose additional requirements in relation to such Conflicting Projects and any new Conflicting Projects in accordance with the provisions of this Paragraph 1.
- 1.5 Without prejudice to Clause 23 (Conflicts of Interest) the Contractor undertakes to:
- 1.5.1 continually monitor its business, and the business of its COI Associates, throughout the Term in order to determine whether Commercially Confidential Information passing between the Authority and the Contractor, any Contractor Related Parties or any COI Associate during the Term is material, or may be material, to a Conflicting Project;
 - 1.5.2 notify the Authority in writing of any change in circumstances or information not previously disclosed to the Authority which leads to a Conflicting Project coming into, or potentially coming into, existence (or which is material in relation to any Conflicting Project that already exists), including where any Engaged Personnel or former Engaged Personnel who then becomes involved in a Conflicting Project, as soon as it becomes aware of such change

SCHEDULE F: COI COMPLIANCE REGIME

or information, whether through the monitoring process set out in Paragraph 1.5.1 or otherwise; and

- 1.5.3 within ten (10) Business Days (unless otherwise agreed by the Parties) of the date on which the Authority receives written notification from the Contractor under Paragraph 1.5.2, provide the Authority with a written report setting out:
- (A) full details of the Conflicting Project, and the change in circumstances or information not previously disclosed to the Authority which has led to such Conflicting Project coming into, or potentially coming into, existence (or which is material in relation to any Conflicting Project that already exists); and
 - (B) whether, in the opinion of the Contractor (acting reasonably), the COI Management Process remains sufficient such that the Contractor, and its COI Associates, will not receive an unfair advantage in relation to such Conflicting Project and otherwise remain sufficient to manage any potential or actual conflict of interest that it or any COI Associate may have.
- 1.6 Where the Contractor considers that the COI Management Process is sufficient to avoid any unfair advantage in relation to any Conflicting Project and to manage any potential or actual conflict of interest, within ten (10) Business Days (unless otherwise agreed by the Parties) of the date on which the Authority receives the written report from the Contractor in accordance with Paragraph 1.5.3, the Authority shall provide the Contractor with a written notice stating that it considers (acting in its absolute discretion) that:
- 1.6.1 the COI Management Process (in its current form) is such that the Contractor, and its COI Associates, will not receive an unfair advantage in relation to such Conflicting Project and otherwise remains sufficient to manage any potential or actual conflict of interest;
 - 1.6.2 the COI Management Process (in its current form) is not able to remove an unfair advantage received by the Contractor, or any of its COI Associates, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest but that the COI Management Process may be able to do so in an amended form; or
 - 1.6.3 the COI Management Process (whether in its current form or in an amended form) is not able to remove an unfair advantage received by the Contractor, or any of its COI Associates, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest.
- 1.7 If at any time the Authority otherwise becomes aware of any change in circumstances or information not previously disclosed by the Contractor that the Authority determines in its sole discretion should be or (if known by the Contractor) should have been notified to the Authority in accordance with Paragraph 1.5.2, the Authority may provide the Contractor with a written notice in accordance with Paragraphs 1.6.1, 1.6.2 or 1.6.3 above.

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- 1.8 Where the Conflicting Project relates to a bid for or the entry into a new Authority Contract, this Paragraph 1.8 shall apply.

1.8.1 Where:

- (A) the Contractor or COI Associate has expressed an interest in an Authority Contract;
- (B) it is, in the Authority's sole opinion, of benefit to the Authority that the Contractor or COI Associate should bid for or enter into that Authority Contract; and
- (C) the Authority considers that any conflict of interest arising from the Contractor or COI Associate bidding for or entering into that Authority Contract is not material or can be managed,
- (D) the Authority may, in its sole discretion, permit the Contractor or COI Associate to continue to bid for or enter into that Authority Contract.

- 1.8.2 In the event that the Authority does permit the Contractor or COI Associate to bid for or enter into an Authority Contract, the Authority may require the Contractor and any relevant COI Associate to enter into a Compliance Agreement prior to the commencement of any competitive tendering or the award of any contract, and in the event of any failure by the Contractor or a COI Associate to comply with any such Compliance Agreement or requirement then the Authority may (without limitation to any remedies which may be available under the Compliance Agreement or otherwise) exercise any of the rights set out in Paragraph 4.1.

- 1.9 In the event that an entity that is already a party to (or is competing for or proposing to enter into) any Authority Contract becomes a COI Associate, the Authority may require the Contractor and the relevant COI Associate to enter into a Compliance Agreement as soon as is practical, and in the event of any failure by the Contractor or the relevant COI Associate to comply with any such Compliance Agreement or requirement the Authority may (without limitation to any remedies which may be available under the Compliance Agreement or otherwise) enforce its rights under Paragraph 4.1.

1.10 Where:

- 1.10.1 the Contractor does not provide confirmation that the COI Management Process remains sufficient such that the Contractor, and its COI Associates, will not receive an unfair advantage in relation to such Conflicting Project and otherwise remains sufficient to manage any potential or actual conflict of interest that it or any of its COI Associates may have; or
- 1.10.2 the Authority gives notice in accordance with Paragraph 1.6.2 that it considers that the COI Management Process (in its current form) is not able to remove an unfair advantage received by the Contractor, or any of its COI Associates, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest, then the Contractor or the Authority may, by written notice to the other Party,

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propose a meeting between the Parties within five (5) Business Days (unless otherwise agreed by the Parties) of the date of such notice to discuss what changes could be made to the COI Management Process to satisfy the Authority (acting in its sole discretion) that the Contractor, and its COI Associates, will not receive an unfair advantage in relation to such Conflicting Project and that the COI Management Process will otherwise be sufficient to manage any potential or actual conflict of interest.

1.11 The Contractor shall (and shall ensure that its COI Associates shall) comply with any agreed amended COI Management Process.

1.12 Where:

1.12.1 in accordance with Paragraph 1.6.3, the Authority considers that the COI Management Process (whether in its current form or in an amended form) is not able to remove or manage an unfair advantage received by the Contractor, or any of its COI Associates, in relation to such Conflicting Project or otherwise is not sufficient to manage any potential or actual conflict of interest; or

1.12.2 the Contractor will not or cannot agree the changes to the COI Management Process required by the Authority in accordance with Paragraph 1.10 so as to remove or manage any unfair advantage received by the Contractor, or any of its COI Associates, in relation to such Conflicting Project or otherwise ensure that the COI Management Process will be sufficient to manage any potential or actual conflict of interest, then (without prejudice to any other remedies available pursuant to this Agreement or at law), the Authority shall be entitled, by notice in writing to the Contractor, to:

1.12.3 require that the Contractor does any one or more of the following:

(A) remove and replace any of the Engaged Personnel in accordance with Paragraph 2 of Schedule H (*Liability for Engaged Personnel*);

(B) not tender or re-tender, and procure that its COI Associates shall not tender or re-tender, for that Conflicting Project; and

(C) (where relevant) as soon as reasonably possible (and in any event within ten (10) Business Days (unless otherwise agreed by the Parties) of the date of the written notice):

(1) withdraw from tendering or re-tendering for that Conflicting Project or procure that its COI Associates shall withdraw from tendering or re-tendering for that Conflicting Project; or

(2) terminate or withdraw from the relevant DE&S Contract or procure that its COI Associates shall terminate or withdraw from the relevant DE&S Contract; or

1.12.4 if the Contractor fails to comply with the Authority's requirements under Paragraph 1.12.3, the Authority will terminate this Agreement with immediate effect.

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- 1.13 The Authority's decision as to whether or not to require any remedy or remedies under Paragraph 1.12 shall be taken at the Authority's sole discretion. No compensation shall be payable by the Authority to the Contractor or any of its COI Associates as a consequence of any remedy or remedies that the Authority may require under Paragraph 1.12 (save that the Authority shall make payment for any service correctly rendered under an Authority Contract up to the date on which a notice was given under Paragraph 1.1).
- 1.14 The remedy or remedies under Paragraph 1.12 shall only apply to Conflicting Projects set out in (Disclosed Projects) if and to the extent that there is a change in circumstances or information not previously disclosed to the Authority that is (or, if known by the Contractor, should be or have been) notified to the Authority in accordance with Paragraph 1.5.2.

2. GENERAL RESTRICTIONS APPLYING TO ENGAGED PERSONNEL

- 2.1 The Contractor shall ensure that all Engaged Personnel use Authority Commercially Sensitive Information solely for the performance of the Services and in accordance with the terms set out in this Contract. In particular, the Contractor shall ensure that the Engaged Personnel do not disclose, or allow access to any Authority Commercially Sensitive Information, not in the public domain, to any person who is not Engaged Personnel except to the extent required by this Agreement or Applicable Law.
- 2.2 The Contractor shall ensure that the Engaged Personnel do not receive any information not in the public domain from any of the COI Associates (or any officer, employee, representative, agent or adviser of the COI Associates) who are or have been involved in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project (all such persons being "Conflicted Persons"), except to the extent required for the performance of the Contractor's obligations under the COI Management Process.
- 2.3 The Contractor shall ensure that the following restrictions are fully implemented and applied to the Engaged Personnel:
- 2.3.1 none of the Engaged Personnel shall be involved during the term of their engagement under this Agreement in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project;
- 2.3.2 none of the Engaged Personnel shall be involved in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project for the period applicable to their level or role as set out in Paragraph 1 (Applicable Post Engagement Duration) of Appendix 2 (Business Appointments) to this 0 (COI Compliance Regime) from their ceasing to be engaged under this Agreement, unless agreed otherwise by the Authority in its sole discretion. The Authority may take into account the factors set out in Paragraph 2 (Factors impacting Business Appointments) of Appendix 2 (Business Appointments) to this 0 (COI Compliance Regime) in considering

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whether to permit a shorter period to that set out in Paragraph 1 (Applicable Post Engagement Duration) of Appendix 2 (Business Appointments) to this 0 (COI Compliance Regime);

- 2.3.3 Each Engaged Personnel (and any other person to whom disclosure of Authority Commercially Sensitive Information is made by or on behalf of the Contractor or any of the Contractor Related Parties or any COI Associate) is aware of and observes the obligations of the Contractor under this Agreement (including the COI Management Process) and is subject to enforceable undertakings in favour of the Contractor under which he or she can be required to comply with such obligations.
- 2.4 The Contractor shall:
 - 2.4.1 procure that all Engaged Personnel comply with obligations in substantially the form set out in Appendix 1 (Letter of Placement) of Schedule H (Liability for Engaged Personnel), whether or not they have entered into a Letter of Placement;
 - 2.4.2 where any Engaged Personnel identifies to the Contractor (directly or through that person's employer) that he or she considers that his or her work for the Authority could give rise to an actual or potential conflict of interest between his or her duties for the Authority and for the Contractor (directly or through that person's employer) or any company in which he or she holds any office or employment, the Contractor shall immediately bring this to the attention of the Authority and instruct the person to withdraw from any further discussion or work relating to the project at issue or this Agreement until the Authority has made a determination under Paragraph 2.5; and
 - 2.4.3 where any Engaged Personnel identifies to the Contractor (directly or through that person's employer) that he or she considers that his or her private investment raises a question of a possible conflict with his or her engagement in relation to the Services, the Contractor will immediately bring this to the attention of the Authority and Paragraph 2.6 shall apply.
- 2.5 Where the Contractor gives notice to the Authority under Paragraph 2.4.2, the Authority shall be entitled, having regard to the COI Management Process and the Contractor's obligations under this Contract, to require the Contractor to remove or replace such Engaged Personnel from either or both of the Conflicting Project and this Agreement with immediate effect.
- 2.6 Where the Contractor gives notice to the Authority under Paragraph 2.4.3, the Authority shall, having regard to the COI Management Process and the Contractor's obligations under this Contract, be entitled to request that the Contractor requests that such Engaged Personnel does not deal with the relevant private investment or the Authority shall be entitled to require the Contractor to remove or replace such Engaged Personnel from this Agreement in accordance with Schedule H (Liability for Engaged Personnel).

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- 2.7 Where there is a change in the role of any Engaged Personnel and such change causes a personal conflict of interest to arise, the Contractor shall procure that such Engaged Personnel promptly notifies the Contractor (directly or through that person's employer) and the Contractor shall promptly notify the Authority of such change and provide details of the personal conflict of interest. The Authority shall, having regard to the COI Management Process and the Contractor's obligations under this Contract, be entitled to require the Contractor to remove or replace such Engaged Personnel from either or both of the Conflicting Project and this Agreement with immediate effect.

3. INFORMATION BARRIER

- 3.1 The Contractor shall ensure, in accordance with this Paragraph 3 (Information Barrier), that the Engaged Personnel are separated from, and that an effective information barrier is put in place with all Contractor Related Parties who are not Engaged Personnel.
- 3.2 The Contractor shall ensure that the Engaged Personnel take all decisions in connection with the Services completely independently from Conflicted Persons.
- 3.3 Nothing in this 0 (COI Compliance Regime) shall prevent the Contractor from following its corporate governance arrangements required to review and approve its involvement in any aspect of the Services, provided that such arrangements do not require disclosure of Commercially Confidential Information (or any information in relation to a Conflicting Project) to any person that would give rise to an unfair advantage to the Contractor or any of its COI Associates in relation to any Conflicting Project and do not otherwise give rise to any potential or actual conflict of interest (other than a conflict that the Authority has confirmed in writing that the COI Management Process is sufficient to manage).
- 3.4 Where Engaged Personnel require contact with Contractor Related Parties for reasons relating to them as individuals, such as periodic performance reviews, the Contractor shall ensure that such contact is with Contractor Related Parties who are not Conflicted Persons.
- 3.5 The information barrier referred to in Paragraph 3.1 shall include the following elements:
- 3.6 all Engaged Personnel shall be notified of the restrictions set out in Paragraph 2 (General Restrictions Applying to Engaged Personnel) and this Paragraph 3 (Information Barrier);
- 3.7 all contact between the Engaged Personnel and Conflicted Persons shall be fully recorded in a standard and computable format;
- 3.8 (save to the extent that Engaged Personnel use the Authority's equipment and systems), secure and separate electronic workspaces for the production, storage and filing of all electronic documents and communications that are sent, received or generated (or otherwise worked on) by Engaged Personnel in connection with the

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Services shall be established which are not accessible by Contractor Related Parties (other than Engaged Personnel);

- 3.9 (save to the extent that Engaged Personnel use the Authority's storage and filing space), a secure and separate storage and filing space for all hard copy documents and communications that are sent, received or generated (or otherwise worked on) by Engaged Personnel in connection with the Services shall be established which is not accessible by Contractor Related Parties (other than Engaged Personnel);
- 3.10 all documents and communications that are sent, received or generated (or otherwise worked on) by Engaged Personnel in connection with the Services shall be marked as "confidential and subject to an information barrier" if there is any risk that they may be accessed by any Contractor Related Party who is not Engaged Personnel;
- 3.11 all electronic documents that are sent, received or generated (or otherwise worked on) by Personnel in connection with the Services and contain Authority Commercially Sensitive Information shall be encrypted and password protected (and marked as "confidential and subject to an information barrier") if there is any risk that they may be accessed by any Contractor Related Party who is not Engaged Personnel; and
- 3.12 all Engaged Personnel shall be notified that any breach by them of the COI Management Process could lead to the imposition of disciplinary sanctions by the Contractor.
- 3.13 if required by the Authority, the Contractor shall ensure that arrangements are in place in relation to any Conflicting Project that are equivalent to those required by this Paragraph 3 (*mutatis mutandis*).
- 3.14 if it is proposed that any Engaged Personnel will not work full time at the Authority's sites, then the Contractor and Authority shall (prior to the commencement of any such engagement of such Engaged Personnel under this Agreement) agree how the arrangements required by the COI Management Process should be adapted and any practical arrangements put in place in order to ensure that the objectives of the COI Management Process are achieved.

4. BREACH OF COI MANAGEMENT PROCESS

- 4.1 Without prejudice to any other remedies available pursuant to this Agreement (including termination) or at law, following a breach of the COI Management Process or a breach of a Compliance Agreement or a failure to enter into a Compliance Agreement (as referred to in Paragraph 1.8.2) by the Contractor, the Authority shall be entitled, by notice in writing to the Contractor, to:

4.1.1 require that the Contractor do any one or more of the following:

- (A) remove and replace any of the Engaged Personnel in accordance with Paragraph 2 of Schedule H (Liability for Engaged Personnel);

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(B) not tender or re-tender, and procure that its COI Associates shall not tender or re-tender, for any Conflicting Project; and

(C) (where relevant) as soon as reasonably possible (and in any event within ten (10) Business Days (unless otherwise agreed by the Parties) of the date of the written notice):

(1) withdraw from tendering or re-tendering for any Conflicting Project or procure that its COI Associates shall withdraw from tendering or re-tendering for that Conflicting Project; or

(2) terminate or withdraw from any DE&S Contract or procure that its COI Associates shall terminate or withdraw from the relevant DE&S Contract; or

4.1.2 subject to Clause 50 (Early Termination), terminate this Agreement on the grounds set out in Clause 50.2.1(H).

4.2 Without prejudice to any other remedies available pursuant to this Agreement or at law, following a breach of an Approved Sub-contractor Compliance Agreement or a failure to enter into an Approved Sub-contractor Compliance Agreement by any Subcontractor, the Authority shall be entitled, by notice in writing to the Contractor, to:

4.2.1 require that the Contractor do any one or more of the following:

(A) remove and replace any of the Engaged Personnel provided by the Sub-contractor in accordance with Paragraph 2 of Schedule H (*Liability for Engaged Personnel*);

(B) procure that the Sub-contractor, or any relevant associated entity of the Sub-contractor (as defined in the Approved Sub-contractor Compliance Agreement), shall not tender or re-tender for any

Conflicting Project;

(C) terminate the relevant Sub-contract; and

(D) (where relevant) as soon as reasonably possible (and in any event within ten (10) Business Days (unless otherwise agreed by the Parties) of the date of the written notice) shall procure that the Sub-contractor, or any relevant associated entity of the Sub-contractor (as defined in the Approved Sub-contractor Compliance Agreement), shall:

(1) withdraw from tendering or re-tendering for any Conflicting Project; or

(2) (where relevant) terminate or withdraw from any DE&S Contract; or

4.2.2 if the Contractor fails to comply with the Authority's requirements under Paragraph 4.2.1 above, terminate this Agreement.

4.3 In deciding whether or not to exercise one or more of its rights under Paragraphs 4.1 or 4.2, the Authority shall take into account the relevant circumstances and seek to

SCHEDULE F: COI COMPLIANCE REGIME

act reasonably and proportionately to the nature of any breach and the extent to which any such breach is inadvertent, the result of decisions of isolated individuals or a deliberate act of the Contractor or Key Personnel (or, where relevant, a Subcontractor). No compensation shall be payable by the Authority to the Contractor or any of its COI Associates or any Sub-contractor as a consequence of any remedy or remedies that the Authority may require under Paragraphs 4.1 or 4.2 (save that the Authority shall make payment for any service correctly rendered under a DE&S Contract up to the date on which a notice was given under Paragraphs 1.1.1).

5. MONITORING AND COMPLIANCE

- 5.1 The Contractor shall be proactive in monitoring the performance of its obligations under Paragraph 1 and the COI Management Process and shall raise any concerns with the Authority immediately. In particular, the Contractor shall notify the Authority in the event of any breach of Paragraph 1 or the COI Management Process as soon as possible after becoming aware of such breach.
- 5.2 At all times (and without prejudice to the generality of Paragraph 5.1 above):
 - 5.2.1 the Key Personnel shall designate one of their number (and shall notify the Authority in writing of such designation) to monitor and ensure compliance by all Engaged Personnel with the COI Management Process; and
 - 5.2.2 the Contractor shall designate an equivalent Contractor Related Party (and notify the Authority in writing of such designation) to monitor and ensure compliance by the Contractor with its obligations in Paragraph 1 and to monitor and ensure compliance by all Contractor Related Parties (other than Engaged Personnel) with the COI Management Process.
- 5.3 The Contractor shall demonstrate its compliance with its obligations in Paragraph 1 and the COI Management Process whenever requested by the Authority and in such manner as is reasonably requested by the Authority having regard to Part IV (Contract Management) of this Agreement and the governance arrangements in Schedule B (Contractor Group Governance) and Schedule C (Contract Management and Tasking).
- 5.4 The Authority (or a representative nominated by the Authority) shall have the right to audit the Contractor's compliance with its obligations under Paragraph 1 and the COI Management Process and the Contractor shall provide all reasonable access and assistance to enable the Authority (or its nominated representative) to do so.

APPENDIX 1 to SCHEDULE F

DISCLOSED PROJECTS

APPENDIX 2 to SCHEDULE F – BUSINESS APPOINTMENTS

1. APPLICABLE POST ENGAGEMENT DURATION

Engaged Personnel level / role	Duration after ceasing to be engaged for which the relevant Engaged Personnel shall not be involved in the performance of an existing contract, or in tendering for a new contract, relating to any Conflicting Project
Level 1	N/A
Level 2	3 months
Level 3	6 months
Level 4	9 months
Level 5	9 months
CDT (not SRO) *	6 months
SRO*	12 months
Any Engaged Personnel who does not fit within the above categories	To be agreed with the Grant Thornton UK LLP Commercial Lead, taking into consideration the factors set out in Paragraph 2 (Factors impacting Business Appointments) to this Appendix 2 (Business Appointments) of 0 (COI Compliance Regime)

*See Contract definitions

2. FACTORS IMPACTING BUSINESS APPOINTMENTS

2.1 If the Engaged Personnel:

- 2.1.1 has been involved in developing policy affecting their new employer, or have had access to unannounced Government policy or other privileged information affecting their new employer, at any time in the last two (2) years of the term of their engagement under this Agreement;
- 2.1.2 has been responsible for regulatory or any other decisions affecting their new employer, at any time in the last two (2) years of the term of their engagement under this Agreement;
- 2.1.3 has had any official dealings with their new employer at any time in the last two (2) years of the term of their engagement under this Agreement;
- 2.1.4 has had official dealings of a continued or repeated nature with their new employer at any time during the term of their engagement under this Agreement;

- 2.1.5 has had access to commercially sensitive information of competitors of their new employer in the course of their engagement under this Agreement;
- 2.1.6 will be involved in making representations to, or lobbying the Government on behalf of their new employer; or
- 2.1.7 will be undertaking consultancy work, either self-employed or as a member of a firm, and the Engaged Personnel has had official dealings with outside bodies or organisations in the last two (2) years of the term of their engagement under this Agreement that are involved in their proposed area of consultancy work.

OFFICIAL

SCHEDULE G: CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION

Contractor's Commercially Sensitive Information Form

Contract No: CCDT/662 (700664373)
Description of Contractor's Commercially Sensitive Information: 1. Tender document 2. Information relating to clients for whom similar services have been provided in the past and details of our competencies in this area. 3. Fees and rates 4. Intellectual property including: <ul style="list-style-type: none">· methodologies that would be used to provide the services· tools use to provide the services· sample data provided to support our tender 5. CVs of employees and sub-contractors
Cross Reference(s) to location of sensitive information: Complete submission.
Explanation of Sensitivity: Items 1-4 above: Disclosure of this information would prejudice Grant Thornton UK LLP's commercial interest (section 43(2) of the Act). Item 5: This is personal data and is subject to the Data Protection Act.
Details of potential harm resulting from disclosure: This information is confidential and/or if disclosed would or would be likely to prejudice the commercial interests of the firm and/or the clients to whom these services have been provided.
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: Redacted Position: Solicitor Address: 30 Finsbury Square, London, EC2A 1AG Telephone Number: Redacted Email Address: Redacted

OFFICIAL

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

1. GENERAL

- 1.1 Save where the Authority agrees otherwise, at least eighty per cent (80%) of all Personnel shall be employees of the Contractor or one of the members of the Contractor Group (or, subject to Clause 31 (Sub-Contracts), a Sub-contractor).
- 1.2 Save where the Authority agrees otherwise, all Personnel shall be engaged full time and exclusively on the delivery of Personnel Services.
- 1.3 Where any of the Engaged Personnel are on annual leave, sick leave, bereavement leave or any other form of authorised absence for more than five (5) Business Days, the Contractor shall procure that (or shall procure that the relevant member of the Contractor Group or the relevant Sub-contractor (as applicable) shall procure that) they shall delegate in advance or as soon as reasonably practicable their duties to other Engaged Personnel. If any such delegation of duties shall be for a period of more than two (2) weeks the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) shall request the prior Approval of the Authority. The Contractor shall procure that all delegations of duties by Engaged Personnel pursuant to this Paragraph 1.3 shall be notified by such Engaged Personnel to the Authority Delivery Team (ADT) in advance or as soon as reasonably practical (with details of the identity of the Member of the Engaged Personnel to whom such duties have been delegated and the period of delegation). There shall be no additional cost for the Authority in connection with any such delegation.

2. REMOVAL AND REPLACEMENT OF ENGAGED PERSONNEL

2.1 Authority right to request Replacement of Engaged Personnel

- 2.1.1 The Authority shall have the right to request the Contractor to replace any Member of the Engaged Personnel by giving the Contractor not less than five (5) Business Days prior written notice of the Member of the Engaged Personnel who is to be replaced, including where there is a Quality and/or Performance Issue in respect of Personnel.

2.2 Authority right to request Removal of any Member of the Engaged Personnel

- 2.2.1 The Authority may by written notice to the Contractor require the removal of any Member of the Engaged Personnel with immediate effect and replacement within five (5) Business Days if such Member of the Engaged Personnel:

(A) has become incapable of performing his or her duties through illness or incapacity for a consecutive period of more than twenty (20) Business Days;

(B) in the reasonable opinion of the Authority, has demonstrated a level of performance that is unsatisfactory in any material respect or

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

prejudicial to the working relationship of the Authority with the Contractor or with any of the Authority Related Parties;

(C) in the reasonable opinion of the Authority, does not have the Required Skills;

(D) acts in a manner which, in the reasonable opinion of the Authority, is materially damaging or potentially materially damaging to the Authority or which is likely to bring the Authority into disrepute;

(E) is in breach of any Applicable Law or Authority policy relating to a security matter;

(F) fails a drug or alcohol test;

(G) does not comply with the Letter of Placement;

(H) has committed a Prohibited Act; or

(I) has been rated by the Authority as "unsatisfactory" or "poor" pursuant to the Personnel Performance Questionnaire on 2 consecutive occasions.

2.2.2 The Authority may by written notice to the Contractor require the removal of any Engaged Personnel with immediate effect and replacement within five (5) Business Days if the Authority exercises its rights pursuant to Schedule F (COI Compliance Regime).

2.2.3 Prior to giving notice under Paragraphs 2.2.1 or 2.2.2, the Authority shall consult with the Contractor and advise the Contractor of its concerns relating to the relevant Member of the Engaged Personnel.

2.2.4 If any Member of the Engaged Personnel is dismissed on the grounds listed in Paragraphs 2.2.1 (B), (D), (E), (F), (G), (H), (I) or 2.2.2, then from the date of their dismissal, the Contractor shall not use that person in the performance of the Services.

2.3 Death or termination of employment

2.3.1 Where any Placement, or appointment to the Contractor Delivery Team terminates on the:

(A) death of a Member of the Personnel or Contractor Delivery Team Personnel; or

(B) termination of the relevant Personnel's or Contractor Delivery Team Personnel's employment with the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor), the Contractor shall provide written notice of such termination, and shall nominate a replacement within five (5) Business Days.

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

2.3.2 Contractor right to terminate an Engagement for Engaged Personnel grievance

2.3.3 The Contractor may terminate any Engagement with immediate effect by written notice if the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) upholds a grievance of any Engaged Personnel relating to his or her Engagement and the Authority refuses or fails to take steps reasonably necessary for resolution of such Engaged Personnel's grievance.

2.4 General

2.4.1 Where any Member of the Engaged Personnel is removed or dismissed or their Engagement terminates for any reason in accordance with this Paragraph 2 (Removal and Replacement of Engaged Personnel), (subject to any specific requirements referred to above):

(A) the Contractor shall as soon as possible (and in any event within five (5) Business Days of becoming aware of the need to find a replacement) nominate a replacement for any such:

1. Member of the Personnel with the Required Skills identical to or better than that of the person they are replacing; or
2. Member of the Engaged Personnel who is not a Member of the Personnel with the qualifications, skills and experience identical to or better than that of the person they are replacing, and the Contractor shall provide the Authority with such information in relation to the proposed replacement as the Authority may reasonably request. The Contractor shall consult with the Authority concerning any such replacement and shall obtain the Authority's prior Approval to the identity of the replacement Member of the Engaged Personnel;

(B) in relation to Personnel, the Fee payable for such replacement Member of the Personnel shall not increase during the original term of the Approved Tasking Order from the Fee identified in such Approved Tasking Order; and

(C) in relation to Engaged Personnel that are not Personnel, no amendment shall be made to any amount payable in respect of such other Engaged Personnel.

2.5 Where any Member of the Engaged Personnel is replaced with another Member of the Engaged Personnel, the Contractor shall (other than in the case of a replacement under Paragraph 2.2.2) procure the completion of any handover that may be required at no charge to the Authority.

2.6 The Contractor shall indemnify the Authority fully from and against all Losses arising as a result of or in connection with any claims or allegations made by any Engaged Personnel in connection with their removal pursuant to this Paragraph 2 (Removal and Replacement of Engaged Personnel).

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

- 2.7 The removal and replacement of any Engaged Personnel pursuant to this paragraph 2 (Removal and Replacement of Engaged Personnel) shall not excuse the Contractor from any of its obligations under this Agreement.

3. DUTIES

- 3.1 The Contractor shall (and shall ensure that any member of the Contractor Group or any Sub-contractor shall) ensure that each Member of the Personnel executes, prior to commencing his or her Placement, a Letter of Placement and a Privilege and Confidentiality Agreement. The Contractor shall (and shall ensure that any member of the Contractor Group or any Sub-contractor shall) procure that the relevant Member of the Personnel complies with all the obligations contained in his or her respective Letter of Placement.
- 3.2 The Contractor shall (and shall ensure that any member of the Contractor Group or any Sub-contractor shall) ensure that each Member of the Engaged Personnel, that is not appointed through an Approved Tasking Order, executes, prior to commencing his or her Engagement, a Privilege and Confidentiality Agreement.
- 3.3 The Authority shall:
- 3.3.1 not require any Member of the Engaged Personnel to enter into any arrangement on behalf of the Authority which is outside the normal course of business or his or her normal duties;
 - 3.3.2 not, and shall not require any Member of the Engaged Personnel to, do anything that shall breach his or her Employment Contract (provided a copy of that Employment Contract has been provided to the Authority) and the Authority shall have no authority to vary the terms of that Employment Contract or make any representations to the Member of the Engaged Personnel in relation to the terms of such Employment Contract;
 - 3.3.3 take such steps as may be reasonably requested by the Contractor so as to ensure that the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) is able to comply with its obligations under the Employment Contracts in respect of working time and holidays; and
- 3.4 The Contractor shall (and, where relevant, shall procure that a member of the Contractor Group or a Sub-contractor):
- 3.4.1 make each Member of the Engaged Personnel available to the Authority to provide Services for the applicable Engagement during the relevant Member of the Engaged Personnel's normal working hours under their Employment Contract (save where he or she is unavailable by reason of incapacity or other leave entitlement or authorised absence);
 - 3.4.2 provide each Member of the Engaged Personnel with the salary and benefits to which he or she is entitled from time to time under his or her Employment Contract;

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

- 3.4.3 account to the appropriate authorities for all income tax, employee's and employer's National Insurance contributions payable in respect of the earnings and benefits paid or provided to all Engaged Personnel;
- 3.4.4 notify the Authority of any changes to any Employment Contract (provided that Approval shall be required from the Authority for any such change that has a material adverse effect on the relevant Member of the Engaged Personnel's ability to perform his or her duties under his or her Engagement);
- 3.4.5 work, and ensure that all Engaged Personnel work, in the spirit of collaboration and do not, by any act or omission, endanger the successful delivery of the Services, or the reputation of the Authority or the Contractor;
- 3.4.6 comply with its obligations (express and implied) under the Employment Contracts; and
- 3.4.7 except where the Contractor obtains the Authority's Approval, not permit or authorise any Engaged Personnel to carry out duties or provide services other than for the Authority.

4. MANAGEMENT

- 4.1 The Contractor shall (or, where relevant, shall procure that a member of the Contractor Group or a Sub-contractor shall) be solely responsible for dealing with any Management Issues concerning each Member of the Engaged Personnel during their Engagement.
- 4.2 The Contractor shall use all reasonable endeavours to procure that Engaged Personnel shall co-operate reasonably with the Authority on day-to-day matters arising in relation to the provision of the Services.
- 4.3 During their Engagement, Engaged Personnel shall remain subject to the Contractor's (or, where relevant, member of the Contractor Group's or Subcontractor's) grievance and disciplinary procedures in respect of matters occurring during their Engagement. The Contractor shall be responsible for the conduct of any grievance or disciplinary proceedings in respect of Engaged Personnel.
- 4.4 The Authority shall:
 - 4.4.1 as soon as reasonably practicable, refer any and all Management Issues (including any issues relating to any alleged failure by Engaged Personnel to provide reasonable co-operation in accordance with Paragraph 4.2 above) to the Contractor;
 - 4.4.2 as necessary, co-operate with the Contractor (or, if the employer, the member of the Contractor Group or Sub-contractor) in providing evidence relating to any Engaged Personnel for use in relation to any Management Issues, including in relation to any disciplinary procedure;
 - 4.4.3 provide any other reasonable assistance to the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) in any steps

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

the Contractor (or, where relevant, a member of the Contractor Group or Sub-contractor) may take under its grievance or disciplinary procedures in relation to Engaged Personnel; and provide the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) with all such reasonable assistance, information and documentation as the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) may reasonably require in order to deal with any Management Issues, whether under the Contractor's (or, where relevant, a member of the Contractor Group's or a Sub-contractor's) internal procedures or before any court or tribunal.

5. LEAVE, SICKNESS OR OTHER ABSENCE

- 5.1 During their Engagement, Engaged Personnel shall continue to be entitled to annual leave, public/privilege holidays, sick leave and other absence (including compassionate, maternity, paternity or adoption leave) applicable to his or her employment with the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) and in accordance with the Employment Contract, and shall remain subject to the Contractor's (or, where relevant, a member of the Contractor Group or a Sub-contractor) approval and notification policies and procedures.
- 5.2 The Contractor shall consult with the Authority before it (or, where relevant, a member of the Contractor Group or a Sub-contractor) approves any holiday request and shall notify the Authority as soon as reasonably practicable in relation to a Member of the Personnel's or Contractor Delivery Team Personnel's absence from work for any other reason.
- 5.3 The Authority shall, at its discretion, direct up to ten (10) non paid-working days per annum for all Engaged Personnel subject to fourteen (14) working days notice.

6. HEALTH AND SAFETY

- 6.1 Without limiting the Contractor's obligation to comply with its Business Continuity Plan, the Authority shall be responsible for complying with all duties in relation to Engaged Personnel's health, safety and welfare when on the Authority's sites.
- 6.2 The Authority shall comply with any reasonable request by the Contractor for information relating to the health and safety of any Engaged Personnel during their Engagement.
- 6.3 The Contractor shall notify the Authority of any health and safety hazards, risks associated with such hazards, or precautions which should be taken emanating from such risks resulting from work to be performed under this Agreement at an Authority site, in accordance with DEFCON 76 (Contractor's Personnel at Government Establishments).

7. ADMINISTRATIVE MATTERS

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

7.1 Contact requirements for Personnel and Contractor Delivery Team Personnel

The Contractor shall ensure that it has at all times provided up to date contact details for each Member of the Engaged Personnel as follows:

- 7.1.1 the email contact for that Member of the Engaged Personnel (which shall be an email contact using an email address specific to the Contractor); and
- 7.1.2 a mobile phone number for that Member of the Engaged Personnel.

7.2 Desk booking – Abbey Wood

The Contractor shall procure that Engaged Personnel at Abbey Wood comply with the Authority's desk booking arrangements and shall use the Authority Facilities Management system (Amey FM or its replacement from time to time) to forward-book:

- 7.2.1 meeting rooms, hot-desks, and video conferencing suites; and
- 7.2.2 visitor access and passes for all Engaged Personnel not located on-site.

7.3 The Contractor shall procure that Engaged Personnel at other sites shall adhere to the relevant booking arrangements at the site on which they are located, the details of which shall be set out in each Approved Tasking Order.

7.4 Visitors on Authority sites

If the Contractor intends to bring visitors (including specialist resources) onto an Authority site, without limiting the Contractor's obligation to comply with Part XII (Security) of the Agreement, the Contractor shall:

- 7.4.1 obtain the prior approval of the Authority Delivery Team; and
- 7.4.2 if such approval is obtained, ensure that all visitors or specialist resources it brings onto Authority sites have been briefed on applicable site safety and security policies.

7.5 The Personnel may be required to visit other DE&S sites across the UK, in order to carry out the duties specified in the requirements of the role under the Approved Tasking Order. This will be identified in the Approved Tasking Order or agreed from time to time.

8. LIABILITY FOR ENGAGED PERSONNEL

- 8.1 The Contractor expressly acknowledges that Engaged Personnel are its (or, where relevant, a member of the Contractor Group's or its Sub-contractor's) employees.
- 8.2 The Contractor shall be liable to the Authority for all Losses which arise out of any negligence of any Engaged Personnel in connection with this Agreement or the Personnel Services.

APPENDIX 1

LETTER OF PLACEMENT

Dear [Name]

Following our recent discussions, I am writing to confirm the terms of your placement by Grant Thornton UK LLP (the "**Company**") with The Secretary of State for Defence (the "**Authority**") as follows:

1. PURPOSE AND PERIOD OF PLACEMENT

1.1 You will be placed with the Authority, working at [address] (the "Premises") to assist the Authority with [insert description of duties] [as described in the schedule attached to this letter] (the "Services") (the "Placement").

1.2 The period of your Placement will, unless you are notified by us to the contrary, be the period from [date] (the "Commencement Date") until the earlier of the date on which:

1.2.1 The Company ceases to provide services under:

(A) the Finance Support Partner agreement made between Grant Thornton UK LLP and the Authority (the "**Agreement**"); or

(B) the tasking order entered into between Grant Thornton UK LLP the Authority pursuant to which you will provide the Services to the Authority on behalf of Grant Thornton UK LLP (the "**Tasking Order**"); and

1.2.2 the Agreement or the Tasking Order expires or is terminated, (the "Placement Period").

1.3 We will notify you as soon as reasonably practicable of the date on which the Placement Period will end.

2. YOUR STATUS

2.1 During the Placement Period:

2.2 you will remain the Company's employee; 2.3 your employment contract with the Company will remain in full force and effect;

2.3 you will continue to be subject to the Company's rules, policies and procedures (including in relation to grievances and disciplinaries); and

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

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- 2.4 your entitlement to remuneration and benefits will remain the same and continue to be provided by the Company.

3. DUTIES

- 3.1 During the Placement Period you agree to not, without the prior written approval of the Authority, enter into any contract or arrangement, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Authority or bind the Authority in any way;

- 3.2 During the Placement Period, you agree to:

3.2.1 provide the Services to the Authority during your normal working hours, as set out in your employment contract (subject to any restriction or variation required by the Authority having regard to its normal office hours and service requirements and save when absent by reason of incapacity or leave entitlement in accordance with your employment contract or the Company's other applicable policies);

3.2.2 faithfully and diligently perform the Services with all reasonable and appropriate care and skill (having regard to the role you are to discharge in performing the Services) and exercise such powers as may from time to time be reasonably required by the Authority;

3.2.3 act in accordance with all reasonable instructions of, and comply with all lawful directions given by, the Authority;

3.2.4 comply with all applicable policies and procedures of the Authority, to the extent that copies of the same have been provided to you prior to the commencement of your Placement, or such further or amended policies and procedures as are introduced by the Authority during the Placement Period and copies of which are provided to you; and

3.2.5 comply with your obligations (express and implied) under your employment contract.

- 3.3 If your Placement is terminated by the Authority because:

3.3.1 in the reasonable opinion of the Authority, you have demonstrated a level of performance that is unsatisfactory in any material respect or prejudicial to the working relationship of the Authority with the Company or with any officer, employee, representative, agent, adviser or contractor of the Authority or with any member of the armed forces;

3.3.2 you have acted in a manner which, in the reasonable opinion of the Authority, is materially damaging or potentially materially damaging to the Authority or which is likely to bring the Authority into disrepute;

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3.3.3 you are in breach of any:

- (A) laws, regulations, directives, statutes, subordinate legislation, common law and civil codes in the UK and any other jurisdiction relevant to the Services;
- (B) any judgements, orders, notices, instruments, decisions or awards of any court or competent authority or tribunal;
- (C) codes of practice having force of law;
- (D) statutory guidance and policy notes in the UK and any other relevant jurisdictions; or
- (E) policy of the Authority relating to a security matter;

3.3.4 you have failed a drug or alcohol test;

3.3.5 you have not complied with your obligations in relation to conflicts of interest under Paragraph 7 (Conflicts of Interest); or

3.3.6 you have been rated by the Authority as "unsatisfactory" or "poor" pursuant to your performance review on 2 consecutive occasions, then you will not be employed by the Company in providing any services to the Authority for the remainder of the term of your employment with the Company.

4. STANDARDS AND GENERAL PRINCIPLES OF CONDUCT

4.1 During the Placement Period, you agree to:

- 4.1.1 observe the standards of work and behaviour and general conditions of conduct applicable to Civil Servants as laid down in the Civil Service Code and Departmental rules, [copies of which are available from [insert name]][copies of which have been provided to you];
- 4.1.2 observe the same rules and conditions as Civil Servants as regards the undertaking of political activities on a national or local basis ([copies of which are available from [insert name]][copies of which have been provided to you]) and may in certain circumstances be barred from undertaking such activities;
- 4.1.3 observe as regards outside activities, the following general principles applicable to Authority staff:
 - (A) no member of staff may engage at any time in private activity during working hours which would in any way impair his or her usefulness as a public servant;

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(B) no member of staff may engage in any occupation which might in any way conflict with the interests of the Authority or be inconsistent with his or her position as a public servant. Special care should be taken when attending outside seminars and conferences as his or her status within the Authority may convey official endorsement of his or her views; and

(C) no member of staff may communicate with the public or media, publish material or submit material with the intention or likelihood of publication or otherwise release material, in any medium, which is

in any way connected with work undertaken by him or her in connection with the Authority; and

4.1.4 prior to seeking or receiving legal advice relating to or in the course of your Placement, notify the Government Legal Service or the barrister, solicitor or law firm (as applicable) providing that advice that you are a Member of the Personnel under the Agreement.

4.2 It is a condition of the Placement that you will not engage in any activity, occupation or undertaking as detailed in Paragraph 4.1.3 without first obtaining the written consent of the Authority.

5. LEAVE, SICKNESS OR OTHER ABSENCE

5.1 During the Placement Period, you will continue to be entitled to annual leave, public holidays, sick leave and other absence (including compassionate, maternity, paternity or adoption leave) applicable to your employment with the Company and in accordance with your employment contract, and shall remain subject to the Company's approval and notification policies and procedures.

6. CONFIDENTIALITY

6.1 During the Placement Period, you will continue to observe the duty of confidentiality you owe to the Company and you will observe the duty of confidentiality and the rules relating to conflicts of interest as set out in the Authority's Departmental rules and Paragraph 7 (Conflicts of Interest) below.

6.2 Save in so far as such information is already in the public domain and save in the proper performance of your duties during the Placement Period, you agree not at any time for whatever reason, whether directly or indirectly, to:

6.2.1 use for your own or another's advantage; or

6.2.2 reveal (except to the extent required for you to perform the Services) to any person, firm, company or organisation (including the Company and its

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officers, employees, agents or any other third party) (and shall use all reasonable endeavours to prevent the unauthorised use or disclosure of),

6.2.3 any Confidential Information, which you may create, receive, obtain or develop during the Placement Period without the prior written approval of the Authority. All such Confidential Information shall remain the property of the Authority; or

6.2.4 make any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information or make a copy of any such record relating to the Authority or use such records (or allow them to be used) other than as required in the course of performing the Services or otherwise for the benefit of the Authority. All such records (and any copies of them) shall be the property of the Authority. You shall hand them over to **[insert name of appropriate individual at the Authority]** at the request of the Authority at any time during the Placement Period.

6.3 For the purposes of Paragraph 6.2:

6.3.1 "Confidential Information" means all and any information, whether or not recorded, relating to the business, products, affairs and finances of the Authority or of any Related Entity of the Authority which you (or, where the context so requires, another person) have obtained by virtue of your Placement and which the Authority or any Related Entity of the Authority regards as confidential or in respect of which the Authority or any Related Entity of the Authority is bound by an obligation of confidence to any third party (including but not limited to suppliers, clients, customers, agents, distributors, shareholders or management), including, without limitation: technical data and know-how; all and any information relating to business methods, plans, future strategy and finances; all and any information relating to research or development projects or both; all and any information concerning the curriculum vitae, remuneration details, work-related experience, attributes and other personal information concerning those employed or engaged by the Authority or any Related Entity of the Authority; all and any information relating to lists and details of suppliers and prospective suppliers including their identities, business requirements and contractual negotiations and arrangements with the Authority or any Related Entity of the Authority; all and any trade secrets, secret formulae, processes, inventions, design, know-how, technical specification and other technical information in relation to the creation, production or supply of any past, present or future product or service of the Authority or any Related Entity of the Authority, including all and any information relating to the working of any product, process, invention, improvement or development carried on or used by the Authority or any Related Entity of the Authority and information concerning the intellectual property portfolio and strategy of the Authority or of any Related Entity of the Authority, but excluding any information which is part of your own stock in trade; is readily ascertainable to persons not connected with the Authority or any Related Entity of the Authority without

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significant expenditure of labour, skill or money; or which becomes available to the public generally other than by reason of a breach by you of your obligations under this letter.

- 6.4 For the purposes of Paragraphs 6.3, 12 and 13, "Related Entity" means in relation to:
- 6.4.1 the Authority, any subsidiary or subsidiary undertaking (as those terms are defined by Sections 1159 and 1162 of the Companies Act 2006 as amended or re-enacted from time to time) of the Authority and any department, office, body or agency of the UK Government or the Crown; and
 - 6.4.2 in relation to the Company, any undertaking that is a group undertaking of that body corporate.
- 6.5 Upon the termination (howsoever arising) or expiry of your Placement, you shall:
- 6.5.1 deliver up to the Authority any documents, samples, specifications, plans, drawings, software, hardware, records (as referred to in Paragraph 6.2.4 above) or any other property of any nature (or any copies of any of them) whether tangible or intangible which belong to the Authority or otherwise relate to the business or affairs of the Authority and which is in your possession, custody, care or control;
 - 6.5.2 irretrievably delete any information (other than on an Authority laptop) relating to the business or the affairs of the Authority stored in any medium or media which is within your possession, custody, care or control having first transferred a copy of that information to the Authority; and
 - 6.5.3 confirm in writing and produce such evidence as is reasonably required by the Authority to prove compliance with the obligations contained in this Paragraph.
- 6.6 The restrictions in this Paragraph 6 will not apply to any disclosure authorised by the Authority or required by applicable law, or to prevent you making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

7. CONFLICTS OF INTEREST

- 7.1 Where you consider that your work for the Authority could give rise to an actual or potential conflict of interest between your duties for the Authority and for the Company, you will immediately bring this to the attention of the Authority and the Company and withdraw from any further discussion or work relating to the project at issue.
- 7.2 The Authority does not object to you holding private investments. If, however, a shareholding raises a question of a possible conflict with your Placement to the

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Authority, you must consult with the Company, who will consult with the Authority about you acquiring or retaining such shareholding.

8. OFFICIAL SECRETS ACT

- 8.1 You will sign a statement that you understand the Official Secrets Act 1911 - 1989 will apply to you both during the Placement Period and following its termination (howsoever arising) or expiry.

9. SECURITY

- 9.1 You will, at all times both during the Placement Period and following its termination or expiry, comply with:

9.1.1 all relevant applicable laws in respect of security; and

9.1.2 all decisions, requirements, regulations, orders, instructions, directions or rules of the Authority relating to security including any modification, extension or replacement thereof in force.

10. INTELLECTUAL PROPERTY

- 10.1 Subject to the terms of the Agreement (and any terms governing the ownership and licensing of intellectual property agreed pursuant thereto) the Authority shall be the legal and beneficial owner of all IPR created by you in the course of you providing the Services.
- 10.2 To the extent that any IPR that are to be owned by the Authority pursuant to Paragraph 10.1 does not vest automatically in the Authority, you shall hold such IPR on trust for the Authority, and shall immediately upon request by the Company assign all such IPR to the Authority or its nominee (as legal and beneficial owner) with Full Title Guarantee to the fullest extent permitted by applicable law.
- 10.3 You hereby irrevocably and unconditionally waive all moral rights under the Copyright, Designs and Patents Act 1988 and any analogous or similar rights in any other jurisdiction that you may have in any existing or future works prepared in connection with performing the Services.
- 10.4 You shall at the Company's reasonable cost and expense promptly execute all documents and do all acts as may, in the reasonable opinion of the Company, be necessary to give effect to the terms of this Paragraph 10.
- 10.5 Where any IPR arise outside the course of your work for the Authority you must comply with all and any obligations of confidence to the Authority or obligations under the Official Secrets Act 1989.

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10.6 For the purposes of this Paragraph 10:

10.6.1 "IPR" means all trademarks, logos, get-up, trade and business names, domain names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semi-conductor topography rights, inventions (whether patentable or not), know-how, moral rights, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable the right to apply for registration and any and all applications for registration and any renewals or extensions of any of the foregoing rights; and

10.6.2 "Full Title Guarantee" means with the benefit of the implied covenants set out in Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 when a disposition is expressed to be made with full title guarantee.

11. DATA PROTECTION

11.1 You hereby consent to the Authority processing data relating to you for legal, administrative and management purposes and in particular to the processing of any:

11.1.1 "sensitive personal data" (as defined in the Data Protection Legislation) relating to you including, as appropriate:

(A) information about your health (including mental health) or condition in order to monitor sickness absence;

(B) your racial or ethnic origin; political opinions; religious, philosophical or similar beliefs. (on an anonymised and aggregated basis unless otherwise required by Applicable Law) in order to monitor compliance with the equal opportunities legislation; and

(C) information relating to any criminal proceedings in which you have, or are alleged to have, been involved; and any criminal convictions and offences or related security measures, for insurance purposes and to comply with legal requirements and obligations to third parties;

11.1.2 any of the special categories of personal data described in Article 9 of the General Data Protection Regulation (Regulation (EU) 2016/679) (the "Regulation") relating to the Individual including, as appropriate:

(A) information about any of the Personnel's health in order to monitor sickness absence; and

(B) any of the Personnel's racial or ethnic origin, political opinions, religious or philosophical beliefs (on an anonymised and

SCHEDULE H: LIABILITY FOR ENGAGED PERSONNEL

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aggregated basis unless otherwise required by Applicable Law) in order to monitor compliance with equal opportunities legislation; and

11.1.3 data relating to criminal convictions and offences or related security measures (as authorised by Applicable Laws providing for appropriate safeguards for the rights and freedoms of data subjects) in which any of the Personnel have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

11.2 You hereby consent to the Authority making such information available to those who provide products or services to the Authority (such as advisers and insurers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of any business or assets of the Authority. The Authority shall make such information available on an anonymised and aggregated basis unless required otherwise by Applicable Law.

12. NON-SOLICITATION

12.1 Between the Commencement Date and the last day of the Placement Period (such day being the "Relevant Date"), you covenant with the Authority (for the benefit of itself and any Related Entity of the Authority) that you shall not unless you have obtained the prior written consent of the Authority, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Authority any person:

12.1.1 who is, and was, on the first date on which the attempt to solicit or entice away occurs (the "Solicitation Date"):

(A) directly or indirectly employed or engaged by the Authority in a Commercial, Finance, Procurement, Programme and Project Management, Integrated Logistics, Project Controls or Engineering capacity at Role Profile Professional II or above; or

(B) whose departure from the Authority would be reasonably likely to have a material adverse effect on the Authority's operations; and

12.1.2 with whom at any time during the [•] prior to the Solicitation Date you had a material amount of contact; or

12.1.3 in respect of whom you possessed a material amount of Commercially Confidential Information as at the Solicitation Date; with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his or her contract of employment or engagement by reason of leaving).

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12.2 Between the Relevant Date and the expiration of [●] from the Relevant Date, you covenant with the Authority (for the benefit of itself and any Related Entity of the Authority) that you shall not unless you have obtained the prior written consent of the Authority, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Authority any person:

12.2.1 who is, and was, immediately prior to the Relevant Date:

(A) directly or indirectly employed or engaged by the Authority in a Commercial, Finance, Procurement, Programme and Project Management, Integrated Logistics, Project Controls or Engineering capacity at Role Profile Professional II or above; or

(B) whose departure from the Authority would be reasonably likely to have a material adverse effect on the Authority's operations; and

12.2.2 with whom at any time during the [●] prior to the Relevant Date you had a material amount of contact; or

12.2.3 in respect of whom you possessed a material amount of Commercially Confidential Information as at the Relevant Date, with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his or her contract of employment or engagement by reason of leaving).

12.3 For the purposes of this Paragraph 12, "Commercially Confidential Information" means all and any information concerning the curriculum vitae, remuneration details, work-related experience, attributes and other personal information concerning those employed or engaged by the Authority but excluding any information which becomes available to the public generally other than by reason of a breach by you of your obligations under this letter.

13. POST PLACEMENT ARRANGEMENTS

13.1 Should you, at the end of the Placement Period or within [insert appropriate period for the seniority of the person based on the table set out at Paragraph 1 (Applicable Post Engagement Duration) of Appendix 2 (Business Appointments) to Schedule F (COI Compliance Regime)] of the Relevant Date, wish to enter into any arrangement whereby you would supply your services directly or indirectly to any person in return for remuneration other than under your employment with the Company or any of its Related Entities, you will be required to give the ADT Commercial Lead under the Agreement notice of such interest and obtain the ADT Commercial Lead's prior written approval to such employment.

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14. LEGAL ADVICE

- 14.1 You will sign and comply with the requirements of a Privilege and Confidentiality Agreement in the form required by the Authority in order to protect the privilege and confidentiality of legal advice provided to the Authority that may be seen by you (or which you may otherwise become aware of) during your Placement.

15. SURVIVAL

- 15.1 You will continue to be bound by the obligations in Paragraphs 6 (Confidentiality), 10 (Intellectual Property), 12 (Non-Solicitation), 13 (Post Placement Arrangements) and 14 (Legal Advice) following the Relevant Date.

Please acknowledge your acceptance of and agreement to the terms and conditions of this letter by signing, dating and returning to us the enclosed duplicate of this letter no later than [date].

Yours sincerely

[Name]

For and on behalf of Grant Thornton UK LLP

APPENDIX 2

PRIVILEGE AND CONFIDENTIALITY AGREEMENT

SECRETARY OF STATE FOR DEFENCE

and

GRANT THORNTON UK LLP

PRIVILEGE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated

BETWEEN:

- (1) SECRETARY OF STATE FOR DEFENCE (the "Disclosing Party"); and
- (2) [●] (the "Recipient").

BACKGROUND

- (A) On xxxxxxxx (the "Agreement").
- (B) The Recipient is an employee of the [Contractor / [●], being a Sub-contractor to the Contractor) engaged in performing the services required under the Agreement.
- (C) The Parties recognise that in undertaking these services in accordance with the provisions of the Agreement, there may be benefits in sharing the Disclosing Party's Legal Advice with the Recipient.
- (D) The Disclosing Party wishes to ensure that the Recipient maintains the confidentiality and legal privilege of the Disclosing Party's Legal Advice. The parties have agreed to

comply with the following terms in connection with the use and disclosure of Legal Advice.

1. AGREED TERMS

1.1 Definitions and interpretation

1.2 The following definitions and rules of interpretation in this clause apply in this Contract:

"Agreement" has the meaning given in Recital A.

"Contract" means this Privilege and Confidentiality Agreement.

"Legal Advice" shall be information provided to the Disclosing Party which is either legal advice obtained from the Government Legal Service or legal advice taken from a barrister, solicitor or law firm instructed by the Government Legal Service on behalf of the Disclosing Party or by the Disclosing Party, which is marked as legally privileged or is clearly identifiable as having originated from the Government Legal Service or

from the barrister, solicitor or law firm instructed by the Government Legal Service or by the Disclosing Party (in all cases however recorded or preserved), and disclosed or made available either directly or indirectly to the Recipient.

"Purpose" means to enable the Recipient to undertake the activities and services as required by the Agreement.

2. OBLIGATIONS

- 2.1 On about the date of this Contract, the Disclosing Party shall pay to the Recipient £1 one pound in consideration of the performance by the Recipient of its obligations under this Contract.
- 2.2 The Recipient acknowledges and agrees that all Legal Advice is to be treated as legally privileged and that it will therefore handle that Legal Advice on the basis that the legal privilege belongs to the Disclosing Party and that the disclosure of Legal Advice by the Disclosing Party does not amount to a waiver of legal privilege.
- 2.3 The Recipient shall immediately return to the Disclosing Party any Legal Advice which the Recipient receives or in any way whatsoever obtains access to and which has not been made available to it directly by, or with the authorisation of, the Disclosing Party, or its employees, officers, representatives or advisers.
- 2.4 The Recipient shall not seek separate legal advice to challenge or review the Legal Advice.
- 2.5 The Recipient acknowledges that in the course of receiving Legal Advice the Recipient may have a potential or actual conflict of interest and agrees that if the Recipient becomes aware of a potential or actual conflict of interest in relation to the Legal Advice being given, the Recipient shall promptly notify the Disclosing Party of the potential or actual conflict of interest.
- 2.6 Without prejudice to any duties of confidentiality or restrictions on disclosure pursuant to the Agreement, including under clause 33.9 (Confidentiality), Part XII (Security), Schedule F (COI Compliance Regime) or the Letter of Placement (as defined in the Agreement), the Recipient shall keep the Disclosing Party's Legal Advice confidential and, except with the prior written consent of the Disclosing Party, shall:
 - 2.6.1 not use or exploit the Legal Advice in any way except for the Purpose; or
 - 2.6.2 not disclose or make available the Legal Advice in whole or in part to any third party (including to the Contractor, or any sub-contractor, employee, agent or representative of the Contractor), except as expressly permitted by this agreement;
 - 2.6.3 not copy, reduce to writing or otherwise record the Legal Advice except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party); and
 - 2.6.4 not use, reproduce, transform, or store the Legal Advice in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of the usual place of its performance of services pursuant to the Contract.

- 2.7 The Recipient may disclose Legal Advice only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.

3. RETURN OF INFORMATION

- 3.1 At the request of the Disclosing Party, and in any event upon the cessation of the Recipient's provision of services under the Agreement, the Recipient shall promptly:

3.1.1 destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Legal Advice in its possession or control;

3.1.2 erase all of the Disclosing Party's Legal Advice from its computer systems; and

3.1.3 certify in writing to the Disclosing Party that it has complied with the requirements of this clause 3.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 4.1 The Disclosing Party reserves all rights in its Legal Advice. No rights in respect of the Legal Advice are granted to the Recipient and no obligations are imposed on the Disclosing Party in respect of the Legal Advice, and nothing in this Contract shall be construed or implied as obliging the Disclosing Party to disclose any legal advice. The Recipient agrees and acknowledges that the Legal Advice shall be and remain for the exclusive benefit and in the exclusive interests of the Disclosing Party and the Government Legal Services and any other legal advisers to the Disclosing Party shall not owe any duty of care to and neither shall any duty of care be deemed to arise in favour of the Recipient by reason of such Legal Advice being disclosed or otherwise made available to the Recipient.

- 4.2 The Recipient acknowledges that, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Contract.

5. TERM AND TERMINATION

- 5.1 The obligations of each party to this Contract shall continue until six (6) years from the Recipient ceasing to perform services under the Agreement.
- 5.2 Termination of this Contract shall not affect any accrued rights or remedies to which the Disclosing Party is entitled.

6. ENTIRE AGREEMENT AND VARIATION

- 6.1 This Contract (and the documents referred to in it) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties to this Contract relating to its subject matter. Each party to this Contract acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy

in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.

6.2 Nothing in this clause 6 shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

6.3 No variation of this Contract shall be effective unless it is in writing and signed by each of the parties to this Contract (or their authorised representatives).

7. NO WAIVER

7.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

8. GOVERNING LAW AND JURISDICTION

8.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8.2 The parties to this Contract irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including noncontractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of the **DISCLOSING PARTY**

Signed by the **RECIPIENT**

SCHEDULE I: TERMINATION PAYMENTS

TERMINATION PAYMENTS

1. COMPENSATION

1.1 Contractor Event of Default

1.1.1 No compensation shall be paid to the Contractor in the event of a termination of the Agreement by the Authority under Clause 50.2 (Termination for Contractor Event of Default) arising from a Contractor Event of Default.

1.2 Voluntary Termination

1.2.1 In the event of a termination of the Agreement by the Authority for any reason under Clause 50.9 (Voluntary Termination by the Authority), the Contractor shall solely be entitled to the compensation set out in Paragraph 1.2.2.

1.2.2 If any Approved Tasking Orders are due to expire after the Termination Date, the Authority shall pay the amount due and payable in respect of Resources and Personnel appointed under a Specific Task under such Approved Tasking Orders:

- (A) the expiry date of the relevant Approved Tasking Order; and
- (B) the maximum period for demobilisation agreed under the relevant Approved Tasking Order.

1.3 Change of control of Contractor

1.3.1 No compensation shall be paid to the Contractor in the event of a termination of the Agreement by the Authority under Clause 50.10 (Termination for Change of Control of Contractor) arising from a change of control of the Contractor.

1.4 Mandatory Exclusion or Discretionary Exclusion

1.4.1 No compensation shall be paid to the Contractor in the event of a termination of the Agreement by the Authority under Clause 50.1.2(B).

ACCRUED FEES

2.1 Following the termination of the Agreement by the Authority or the Contractor (as the case may be) for any reason under Clause 50 (Early Termination), the Contractor shall be entitled to be paid any accrued fees for the Services in accordance with Clause 51.1 (Consequences of Termination or Expiry)

2.2 In the event that the Agreement is terminated:

2.2.1 by the Authority under Clause 50.9 (Voluntary Termination by the Authority);

2.2.2 by the Authority under Clause 50.10 (Termination for Change of Control of Contractor)

SCHEDULE I: TERMINATION PAYMENTS

The Parties shall discuss in good faith whether the Contractor should be entitled (in addition to any accrued fees to which the Contractor is entitled for the Services in accordance with Clause 51.1 (Consequences of Termination)) to any additional payment in recognition to its contribution towards the achievement of future Milestones that are due to be achieved after the Termination Date.

- 2.3 The Parties agree and acknowledge that the Authority has no obligation to agree to (or to make) any payment pursuant to Paragraph 2.2 above and that no such payment shall be due and payable unless the Authority decides (in its discretion) that it is appropriate in all the circumstances.

SCHEDULE J: SECURITY ASPECTS LETTER

Date of Issue: 10 February 2021

SE Corporate Commercial Team
MOD Abbey Wood
Spruce 2b
Bristol
BS34 8JH

ITT/CONTRACT NUMBER & TITLE: CCDT/662 – Finance Support Delivery Partner

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. Annex A outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Financial and management information held within DE&S information systems.	Official Sensitive - Commercial
Commercially and project sensitive Information in line with managing project and domain documentation.	Official Sensitive - Commercial
All other Information pertaining to managing Defence business.	Official Sensitive
GDPR-related data.	Official Sensitive-Personnel

(Note: Add more rows as required)

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:

- 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

SCHEDULE J: SECURITY ASPECTS LETTER

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

Copy via email to:

[DES PSyA-SecurityAdviceCentre \(MULTIUSER\)](#)
[SPO DSR-STInd \(MULTIUSER\)](#)
[ISS Des-DAIS-SRAAcc4-IA](#)

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: SPODSR-STInd@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, 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 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 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites³. 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 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), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC 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.

JSyCC WARP Contact Details

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

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

³ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

Telephone (Office hours): +44 (0) 30 6770 2185
JSyCC Out of hours Duty Officer: +44 (0) 7768 558863
Mail: JSyCC Defence Industry WARP
X007 Bazalgette Pavilion,
RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

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 Security Policy Framework 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

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 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 hardware 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:

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.

1 KEY PERFORMANCE INDICATORS

- 1.1 The Parties shall comply with the provisions of this Schedule L (Performance Management) and any performance management metrics.
- 1.2 The performance of the Contractor in providing the Services shall be monitored throughout the Term of the Agreement through the use of the Key Performance Indicators (KPIs) to this Appendix 1 of Schedule L (Performance Management), but not in relation to Rapid Mobilisation, which shall be subject to their own unique measures which will be agreed in relation to each Rapid Mobilisation in accordance with Schedule A (Requirements) and Schedule C (Contract Management and Tasking) Paragraph 2.8.
- 1.3 The Contractor and Authority shall monitor its performance against each KPI and the Contractor shall issue to the Authority a Monthly Report (five (5) Business Days prior to the monthly Contract Management Meeting) detailing the level of performance actually achieved. This Monthly Report will be agreed by the Authority and used to discuss the performance of the Contractor against each KPI at the monthly Contract Management Meeting.
- 1.4 The Key Performance Indicators shall be measured by reference to the corresponding descriptions set out below and in the table set out in Appendix 1 (Key Performance Indicators) of this Schedule L (Performance Management).
- 1.5 The Contractor may discuss with the Authority, during the Monthly Contract Management Meeting, any data used to measure KPI performance if they are considered inaccurate or unreasonable. The Authority, acting reasonably, will investigate the issues raised and may use its discretion to decide whether the data should be amended or excluded from the KPI calculation.
- 1.6 The number, definition and performance measures for each of the KPIs as set out in Appendix 1 of this Schedule L will be reviewed by the Parties annually on the anniversary of the Agreement Commencement Date, as part of and in conjunction with Schedule C (Contract Management and Tasking).
- 1.7 If the Parties agree to amend the number, definition or performance measures for any of the KPIs set out in Appendix 1 of this Schedule L, they shall implement a variation in accordance with Clause 17 (Variation).
- 1.8 KPIs shall be monitored monthly during monthly contract management meetings and applied quarterly.

2 RETENTIONS

2.1 A KPI Failure that exists because the performance of the KPI has been assessed as "RED" shall entitle the Authority to withhold an amount equal to the corresponding Retention Value (provided that any Retention Value specified as an amount shall be Indexed) applicable to that KPI Failure from any part of any payment claimed by the Contractor pursuant to this Agreement. Such amount withheld shall be a "Retention" for the purposes of this Agreement. Subject to Paragraph 2.2, each and all Retentions in respect of a particular KPI shall be paid to the Contractor if, in two subsequent consecutive KPI Periods, the Contractor achieves a performance level of "Green" for the relevant KPI.

2.2 If a KPI Failure in respect of any of:

2.2.1 KPI 1;

2.2.2 KPI 2; or

2.2.3 KPI 3,

has, in the case of the relevant KPI, persisted for three (3) consecutive KPI Periods, then on the last day of the third such KPI Period, the Contractor will lose all rights to (whether pursuant to Paragraph 2.1 or otherwise), and the Authority shall be entitled to retain on a permanent basis, each and all Retentions relating to the Contractor's performance against the relevant KPI.

2.3 Retentions relating to the Contractor's performance against KPI 4, KPI 5 and KPI 6 shall be retained by the Authority until the Contractor becomes entitled to such Retentions pursuant to Paragraph 2.1 or such Retentions are retained by the Authority pursuant to Paragraph 2.4.

2.4 The Contractor shall lose all rights in respect of, and the Authority shall be entitled to retain on a permanent basis, any Retentions that the Contractor has not become entitled to invoice pursuant to Paragraph 2.1 prior to the Expiry Date or Termination Date (as applicable).

3 RECTIFICATIONS

3.1 If a KPI failure that has been assessed as "RED" occurs for 3 consecutive KPI periods, the Contractor must produce and provide the Authority a Rectification Plan within 5 working days of the monthly review meeting.

3.2 The Rectification Plan must contain, but not be limited to, the following:

3.2.1 a detailed breakdown of the reasons for the failure occurring;

3.2.2 a detailed plan of how the failure will be rectified to a "GREEN" assessment by the next reporting period.

3.3 The Authority will have 5 working days to review, provide comments back to the Contractor, and approve if content.

SCHEDULE L – KEY PERFORMANCE INDICATORS

Appendix 1

1 KPI	2 Description	3 Service Level	4 Performance Level	5 Frequency (KPI Period) and method of measurement	6 Retention
KPI 1	Responsiveness to all taskings by Finance and Accounting	<p>Resources for tasking are placed with the Authority within 25 Business Days of date on which the relevant Approved Tasking Order takes effect, unless otherwise agreed with the Authority Commercial Lead.</p> <p>Resources for Specific Tasks are in place within 10 Business Days on which the relevant Approved Tasking Order takes effect, unless otherwise agreed with the Authority Commercial Lead.</p>	<p>Green: Overdue Resource Placements = 10% (or less) of Total Resource Placements</p> <p>Orange (Retention): Overdue Resource Placements = greater than 10% and up to 40% of Total Resource Placements.</p> <p>Red (Retention): Overdue Resource Placements = greater than 40% of Total Resource Placements.</p>	Monitored monthly and measured at the end of each monthly period by reference to the Authority's records. The first KPI Period will commence on the commencement of the Agreement.	<p>Orange Retention Value = 2.5% of the total payments claimed by the Contractor in the relevant KPI Period in relation to Fees.</p> <p>Red Retention Value = 10% of the total payments claimed by the Contractor in the relevant KPI Period in relation to Fees.</p>

SCHEDULE L – KEY PERFORMANCE INDICATORS
Appendix 1

KPI 2	Quality of deployment Finance and Accounting	For each of the Personnel supplied in response to an Approved Tasking Order the Contractor has fully complied with the requirements of Schedule A (<i>Requirements</i>).	<p>Green: 95% or greater of all sampled Personnel during the relevant KPI Period were fully compliant.</p> <p>Orange (Retention): Less than 95% and below, down to 75% of all sampled Personnel during the relevant KPI Period were fully compliant.</p> <p>Red (Retention): Less than 75% of all sampled Personnel during the relevant KPI Period were fully compliant.</p>	Monitored monthly and measured at the end of each monthly period by reference to an audit of a random sample of the Contractor's records. The first KPI Period will commence on the commencement of the Agreement.	<p>Orange Retention Value = 2.5% of the total payments claimed by the Contractor in the relevant KPI Period in relation to all Fees.</p> <p>Red Retention Value = 10% of the total payments claimed by the relevant KPI Period Month in relation to all Fees.</p>
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SCHEDULE L – KEY PERFORMANCE INDICATORS
Appendix 1

KPI 3	Responsiveness to quality and/or performance issues for Resources and Specific Tasks	The Contractor has resolved each quality and/or performance Issue to the satisfaction of the Authority within (10) Business Days of notice, unless otherwise agreed with the ADT	<p>Green: Late and quality performance issues = 10% (or less) of Total quality and/or performance issues</p> <p>Orange (Retention): Late quality and performance issues = greater than 10% and up to 50% of Total quality and/or performance issues</p> <p>Red (Retention): Late and quality performance issues = greater than 50% of Total quality and performance issues</p>	Monitored monthly and measured at the end of each monthly period by reference to Authority records. The first KPI Period will commence on the commencement of the	<p>Orange Retention Value = 2.5% of the total payments claimed by the Contractor in the relevant KPI Period in relation to all Fees.</p> <p>Red Retention Value = 10% of the total payments claimed by the Contractor in the relevant KPI Period in relation to Fees.</p>
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SCHEDULE L – KEY PERFORMANCE INDICATORS

Appendix 1

KPI 4	Performance of all Personnel (Resources and Specific tasks)	Personnel are rated overall as “very satisfactory” or above in the responses to Personnel Performance Questionnaire at Annex A to this Appendix 1 for the relevant KPI Period.	<p>Green: 80% or greater.</p> <p>Red (Retention): Less than 80%.</p>	<p>Monitored monthly and measured at the end of each 3-month period by reference to Personnel Performance Questionnaire responses undertaken within or in relation to that KPI Period.</p> <p>The first KPI Period will commence on the commencement of the Agreement.</p>	Red Retention Value = 5% of the total payments claimed by the Contractor in the relevant KPI Period in relation to all Fees.
KPI 5	Contractor Performance Report	The Contractor’s overall contract performance rating in the Contractor Performance Report is “satisfactory” or above.	<p>Green: An overall performance score of “satisfactory” or above.</p> <p>Red (Retention): An overall performance score of below “satisfactory”.</p>	<p>Measured at the FSDP Monthly Management meeting.</p> <p>The first KPI Period will commence on the commencement of the Agreement.</p>	Red Retention Value = 5% of the total payments claimed by the Contractor in the relevant KPI Period.

SCHEDULE L – KEY PERFORMANCE INDICATORS

Appendix 1

Personnel Performance Questionnaire

To be completed every 6 months and at the end of an assignment

Name of FSDP Resource				Project	
Location:				Role	
Domain:				Task Order Ref	
Start Date:				Assessment Date	
Primary Delivery Manager					
Performance: (To be completed by the Authority Delivery Manager) See guide on Page 3					
Poor (1), Unsatisfactory (2), Mostly Satisfactory (3), Satisfactory (4), Exceeds Expectations (5), Outstanding (6) Note: Any score under 4 signifies that improvement is needed in one or more aspects of performance that is critical to the assignment.					
Quality Delivery			Behaviours		
Use of Systems & Processes		Client Alignment (incl. flexibility)		Engagement	
Delivery to Standards		Level of Diligence		Reliability	
Mentoring peers		Pro-Activeness		Written Communications	
Identifying Improvements		Challenging in the right way		Oral Communications	
Implementing Improvements				Integrity	
	Average		Average		
				Overall Performance	

SCHEDULE L – KEY PERFORMANCE INDICATORS
Appendix 1

To be completed with the Authority Delivery Manager	
Service Exceeds Expectations: (Give Details)	
Service Improvement Opportunities: (Must be complete for any area scored <4, in any case please identify what could be improved)	
Comments:	
Signed (Authority Delivery Manager):	
Date:	
Signed (Equinox):	Signed (DE&S FSDP Representative):
Date:	Date:

SCHEDULE L – KEY PERFORMANCE INDICATORS

Appendix 1

Scale	Rating	Description
6	Outstanding	<ul style="list-style-type: none"> The service demonstrates superior performance across all aspects of the Task. Task outputs far exceed the standard expected. Outputs and outcomes add value beyond the scope of the current Task, often benefiting other areas of the wider DE&S or the Authority.
5	Exceeds Expectations	<ul style="list-style-type: none"> The service delivers a consistently high-performance level. Task outputs often exceed the standard expected. This service conveys strong, high-quality performance above expectations.
4	Satisfactory	<ul style="list-style-type: none"> The service delivers consistent performance and meets the requirement of the task order. Task outputs routinely meet the standard required. This service conveys solid, dependable, effective performance. Service satisfies task order requirements.
3	Mostly Satisfactory	<ul style="list-style-type: none"> The service usually demonstrates satisfactory performance across tasks. Task outputs mostly meet the standard expected. The service demonstrates adequate performance in most areas, but needs improvement in one or more aspects (to be specified) that are critical to the task.
2	Satisfactory	<ul style="list-style-type: none"> Service required remedy to meet expectations of the task. Task outputs generally do not meet the standard expected. The service performance is below expectations in one or more area and improvement is required; it is likely to give rise to, or be the subject of, an Arising Issue.
1	Poor	<ul style="list-style-type: none"> The service is consistently below the level expected and remedial action is required.

SCHEDULE M: BUSINESS CONTINUITY PLAN

1. PURPOSE AND CONTENT

- 1.1 The purpose of the Business Continuity Plan (BCP) is to provide the Contractor with guidance in the event of an incident occurring causing stress to the staff. It is intended to be focused, specific and easy to use and understand for those who will implement the plan.
- 1.2 The BCP is designed to complement other BCPs within the DE&S Finance Function and across those Domains with which our personnel may be working.
- 1.3 The BCP forms part of the Contractor's Plan for the delivery of FSDP.

2. DOCUMENT OWNERSHIP AND MAINTENANCE

- 2.1 The BCP shall be owned by the CSSP and maintained by Contract Lead.
- 2.2 The BCP shall be reviewed, updated and re-issued to the Contract Lead (CL) annually following approval by the CSSP.
- 2.3 The review cycle shall commence in April each year and be promulgated on 1 June or when significant organisational changes occur.
- 2.4 The BCP contained at Appendix 1 shall be reviewed within the Contractor's first 30 Business Days of operation and issued once approved.
- 2.5 The Contractor Contract Lead shall ensure that the Contractor staff with BCP responsibilities are briefed and trained to enable them to discharge their duties. This requirement shall be informed through liaison with the DE&S BCP Finance Team.
- 2.6 The Contractor shall undertake a BCP exercise at irregular intervals, but at least annually. Such exercises shall be undertaken independently, and the Contractor shall participate with the DE&S Finance Function whenever they exercise their BCP training.
- 2.7 Following an incident or BCP exercise the Contractor Contract Lead shall review the Contractor's performance and identify lessons learnt to improve the resilience of the Contractor's service outputs. A Post Incident Report and Post Exercise Report shall be created and distributed to capture this learning.

3. ROLES & RESPONSIBILITIES

- 3.1 A list of the Contractor Business Continuity Team roles and responsibilities can be found in the table below:

SCHEDULE M: BUSINESS CONTINUITY PLAN

Role	Responsibility
Grant Thornton UK LLP CSSP	<ul style="list-style-type: none"> Responsible for the delivery of an effective Contractor continuity and recovery capability, including approval of any updates to the BCM Plan. Enforce DE&S BCM policy and strategy and determine an approach to delivery within the DE&S Finance Function's structures, BCM-related risks, assets and sites. Provide adequate resourcing and funding to support the Contractor BCM activities. Responsible for ensuring the Contractor BCM plans are validated through an exercise on at least an annual basis and that staff at all levels with BCM roles participate.
Grant Thornton UK LLP Contract Lead	<ul style="list-style-type: none"> Lead BCM planning, ensuring alignment to BCM Strategy and deliver against the DE&S BCM Focal Point Terms of Reference. Put in place appropriate recovery capabilities that are aligned with the agreed DE&S approach. Oversee the delivery of local exercises to validate BCM plans. Support the Contractor BC and Site Planners with BCM awareness and communication activity. Represent areas of responsibility within the DE&S BCM Finance, forums and related activity. Maintain appropriate BCM records and hold appropriate BCM documentation. Ensure all Contractor staff with BCM / BCP responsibilities are briefed and trained. Undertaking an annual review and update of the BCM Plan. Assist with BCM reporting by providing any information and documentation required by the team upon request.
Task Co-ordinator	<ul style="list-style-type: none"> Cascade to all the Contractor Task Leads. Brief all Contractor Task Leads at the start of their assignment on their responsibilities under the BCP.
Resourcing and Security Coordinator	<ul style="list-style-type: none"> Support the BCM Focal Point in developing, reviewing, exercising and maintaining BCM capabilities. Ensure BCM capabilities consider and, where appropriate, align with other BCM plans maintained by DE&S, MOD or critical third parties. Assist the BCM team with BCM reporting by providing any information and documentation required by the team upon request. Cascade to all Contractor Resource personnel.

4. PLAN MECHANICS:

- 4.1 The Contractor BCP shall only be invoked by the Contractor CSSP or in his absence / unavailability the Contractor Contract Lead. It is anticipated that this would be triggered

SCHEDULE M: BUSINESS CONTINUITY PLAN

following notification of an incident that has directly impacted upon the whole / major part of DE&S or an incident impacting only on the DE&S Finance Function and that is causing a direct disruption to business.

- 4.2 Upon activation, information shall be cascaded via the flow outlined in the figure below, using both phone and e-mail. The aim of the cascade is to have the minimum number of levels, to ensure it is robust and swift to operate. A register of all Contractor staff with contact details will be maintained by the Contract Lead, who will provide the Authority with a list of staff that they are responsible for notifying. Part of the Induction and pre-deployment process for the CL and new Task Leads will include briefing them on their responsibilities under the BCP.
- 4.3 The Engaged Personnel who have the authority to invoke the BCP, and under what circumstances, is as defined in paragraph 4.1 above. The Contractor CSSP (or the Contractor Contract Lead in their absence) shall only invoke the Contractor BC Plan following either explicit direction from and/or consultation and agreement with the Authority Delivery Team.
- 4.4 Not Used
- 4.5 The effect of invoking the Contractor BCP shall depend on the particular circumstances.
- 4.5.1 If Engaged Personnel cannot remain at ABW, then the Engaged Personnel shall continue to work from a suitably secure location.
- 4.5.2 If the BCP is invoked and the arrangements are expected to be in force for more than 1 week, then, in accordance with agreed contingency plans (see Paragraph 6 below), the Contractor CSSP and Contract Lead shall review the potential impact on all extant and imminent new tasks (Resourcing and Specific) and shall then agree with the Authority any required changes to the agreed / proposed (respectively) scope, budget and schedule. Similarly, as discussed in Paragraph 4.5.1. alternative arrangements for co-locating task teams or other if relevant. As appropriate, in particular in response to an incident that shall cause a lasting impact, further contingency plans shall be developed with the Authority. The goal shall be to minimise the effect on the Service. The return to 'normal' shall be managed with the Authority to minimise any further disruption, with any interim processes continuing until the Contractor and the Authority are agreed that they are no longer required to maintain Service delivery.

5. CONTACT DETAILS

- 5.1 Below are essential contact details in the event of a disruption to the Service:

Name	Email	Phone
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted

SCHEDULE M: BUSINESS CONTINUITY PLAN

6. INCIDENT MANAGEMENT:

6.1 Response required to manage the initial incident and to ascertain who is responsible.

6.2 Incident Management

6.2.1 The Contract Lead shall be responsible for liaising and co-ordinating with the DE&S Finance & Accounting Function in the event of an Incident.

6.2.2 The Contractor shall develop its own Incident Management Plans – aligned with the existing DE&S plans – to respond accordingly and these plans will include specific responsibilities for facilities access, IT and communications and HR / welfare issues.

6.2.3 Should DE&S initiate a site evacuation, then the Contractor Engaged Personnel shall adhere to such an evacuation in accordance with DE&S plans. The Contract Lead shall coordinate the Contractor's consequential planned response. In the event that an incident occurs that precludes the use of a normal site location, a fall-back location for Contractor staff (as a part of the DE&S Finance & Accounting Function) on a part of the site that is unaffected shall be agreed with the Authority. Alternatively, suitable alternative arrangements shall be mutually agreed (if not Abbey Wood) / home-working shall be enabled through use of MODNET to reduce any impact to Service outputs.

6.3 On-going Engaged Personnel care

6.3.1 The Contract Lead shall confirm that all Engaged Personnel are accounted for and have been briefed on the situation and that their new interim working location has been agreed and recorded.

7. BUSINESS CONTINUITY AND RECOVERY STRATEGY:

7.1 The Contractor shall perform a Business Impact Analysis (BIA) to identify business critical outputs, activities that are critical to the recovery timescale and dependencies and the effect that a disruption may have on them. The BIA shall identify critical business systems and contingency plans for these systems such that minimum service requirements can be achieved.

7.2 The Contractor shall develop a summary of its business-critical systems and dependencies within 30 Business Days of mobilisation and shall also develop the plan to be implemented if an incident occurs to manage what areas should be prioritised and what is required to maintain/restore them.

7.3 The BIA shall be developed in accordance with the criteria listed at A5 in the Appendix to this Schedule.

7.4 The BIA shall set out activities that are critical to the recovery timescale. Time criticality shall be assessed in accordance with the categories shown in the table below:

SCHEDULE M: BUSINESS CONTINUITY PLAN

Time Critical Phase	Indicator	Description
In the first 24 hrs	Red *	What cannot be disrupted for more than a few hours (i.e., support to operational Military Capability)
Time Critical Phase	Indicator	Description
Days 1-3	Red	What must be back in operation within the first few days
Days 4-7	Amber	What cannot be delayed for more than a week
Days 8-21	Green	What can stand a few weeks' delay, but no more
Days 22 and beyond	Grey	Critical Objectives not so sensitive to time delay and the remaining non-critical objectives

- 7.5 The BIA shall evaluate the strategic importance of each part of the Service and how any re-mobilisation shall be prioritised.

8 BUSINESS CONTINUITY RISK ASSESSMENT & MITIGATIONS

- 8.1 The Contractor's business continuity risk assessment and mitigations shall be developed and informed by Contractor's assessment of critical outputs, BIA and dependencies. An assessment of the business risks and mitigations is captured in the table below.

Serial	Impact	Examples of Causes (Threats and Hazards)	Potential Risk Mitigation
1	Short or long-term loss of personnel	Industrial action: staff strikes, transport (local or national), fuel, protestors outside of bases preventing access. Bad weather: storms, flooding, snow, etc. Pandemic Influenza, Seasonal Flu, Norovirus etc. (e.g., sickness levels above normal rates over an extended period). Terrorist incidents. Accidents (including Fire). Impact of events such as the Olympics 2012.	Business continuity (BC)/Security (Sy) BC/Facilities management (FM) BC Sy & BC Safety & FM BC

SCHEDULE M: BUSINESS CONTINUITY PLAN

2	Loss of access or damage to facilities/sites	<ul style="list-style-type: none"> •Bad weather: storms/gales, flooding (onsite or surrounding area), severe drought/heat wave, snow and ice (on-site or surrounding area). Terrorist attacks/incidents, including “white powder” incidents. Crime – vandalism, theft. Fire. Utilities failures – electricity, gas, water and sewerage, heating/cooling systems. •Hazardous material spills/accidents. Biological hazards, e.g. Foot and Mouth •Disease. Industrial action, protests etc. which block access to sites. Accidents, e.g., road accidents which block access to sites. Poor infrastructure maintenance. 	FM/BC Sy/BC Sy Safety/FM FM/BC Safety/FM BCSy/BC BC FM
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Serial	Impact	Examples of Causes (Threats and Hazards)	Potential Risk Mitigation
3	Loss of or denial of access to IT	<ul style="list-style-type: none"> •Electricity failures. •Cyber-Security threats, viruses, etc. •Damage to IT/IS infrastructure arising from threats/hazards at [Ser 2]. •Failure of the telephone and IT network (including mobile and IT) – as a result of bad weather (including solar weather), terrorist incidents, overloading of the network, bandwidth restrictions, etc. 	FM/BC Sy FM/BC FM/BC
4	Loss of or denial of access to information	<ul style="list-style-type: none"> •Security breaches, leaks, unintentional and intentional losses of information. •Cyber-Security threats, viruses, etc. IT/IS infrastructure failures at [Ser 3] – including loss of Data Centres and Servers. •Loss/damage to paper holdings (fire, flood, accidental disposal). 	Sy Sy FM/BC FM/BC
5	Loss of a key supplier, or interruption to the delivery of critical services/equipment	<ul style="list-style-type: none"> •Threats/hazards at [Ser 1-4]. •Failure/interruption of the supply chain. •Financial failure/bankruptcy. 	BC

9 IDENTIFICATION OF AUTHORITY DEPENDENCIES:

- 9.1** The Contractor shall develop a summary of the business-critical systems and dependencies within 30 Business Days of the commencement of this Agreement. The summary of the business-critical systems shall include the plan to be implemented if an incident occurs to manage what areas should be prioritised and what is required to maintain/restore them.
- 9.2** The Contractor shall establish the business-critical systems fully which enable Contractor to identify their business-critical outputs/activities and dependencies and the effect that a disruption may have on Contractor.
- 9.3** The Contractor shall develop contingency plans for such critical business systems to support minimum service requirements.
- 9.4** Contractor shall provide any required equipment and assets during any of the listed situations as defined in 8.1, Serial 1-3.

SCHEDULE M: BUSINESS CONTINUITY PLAN
To be Inserted at Contract Award

APPENDIX 1 - BUSINESS CONTINUITY PLAN

SCHEDULE N: TRANSFER REGULATIONS

EMPLOYMENT

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

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

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

(B) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in 0 to this Schedule N relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Agreement, who may be subject to a Subsequent Relevant Transfer;

(C) provide the information promptly and in any event not later than three (3) Months from the date when a request for such information is made and at no cost to the Authority;

(D) acknowledge that the Authority will use the information for informing any prospective New Provider for any Services which are substantially the same as the Services, or part of the Services provided pursuant to this Agreement; and

(E) inform the Authority of any changes to the information provided under Paragraph 1.1.1(A) or 1.1.1(B) up to the Subsequent Transfer Date as soon as reasonably practicable.

1.1.2 Three (3) Months preceding the termination, partial termination or expiry of this Agreement, or on receipt of a written request from the Authority, the Contractor shall:

(A) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule N relating to the Subsequent Transferring Employees is provided to either or both of the Authority and any New Provider within 10 Business Days;

(B) inform either, or both of the Authority and any New Provider of any changes to the information provided under this Paragraph 1.1.2, up to any Subsequent Transfer Date as soon as reasonably practicable;

(C) enable and assist either, or both of the Authority and 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.

SCHEDULE N: TRANSFER REGULATIONS

- 1.1.3 No later than twenty eight (28) days prior to the Subsequent Transfer Date the Contractor shall provide either, or both of the Authority and any New Provider with a final list of the Subsequent Transferring Employees, together with the information listed in Part A of Appendix 2 of this Schedule N relating to the Subsequent Transferring Employees. The Contractor shall inform either, or both of the Authority and New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 1.1.4 Paragraphs 1.1.1 and 1.1.2 of this Schedule N are subject to the Contractor's obligations in respect of the Data Protection Legislation, the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-contractors and Sub-contractors of any tier 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 1.1.1 and 1.1.2. Notwithstanding this Paragraph 1.1.4 the Contractor acknowledges (and shall procure that its Sub-contractors and Sub-contractors of any tier acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 1.1.1 or 1.1.2 above, the Contractor shall provide full data to the Authority no later than twenty eight (28) days prior to the Subsequent Transfer Date.
- 1.1.5 On notification to the Contractor by the Authority of a New Provider, or within the period of six (6) Months prior to the Termination Date, or after Service of a notice to terminate this Agreement (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (A) materially amend or promise to amend the rates of remuneration, or other terms and conditions of employment of any person wholly, or mainly employed, or engaged in providing the Services under this Agreement; or
 - (B) replace or re-deploy from the Services any person wholly, or mainly employed, or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Agreement, or the working time spent on the Services (or any part thereof); or
 - (C) reorganise any working methods or assign to any person wholly, or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof)
- under this Agreement; or

SCHEDULE N: TRANSFER REGULATIONS

(D) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Agreement 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 1.1.1, 1.1.2, 1.1.3 or 1.1.5 of this Schedule N.

1.1.6 The Authority may at any time prior to the period set out in Paragraph 1.1.5 of this Schedule N request from the Contractor any of the information in sections 1.1 to 1.4 of 0 and the Contractor shall and shall procure any Subcontractor will provide the information requested within twenty eight (28) days of receipt of that request.

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

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

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

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

1.3 **Unexpected Subsequent Transferring Employees**

1.3.1 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 1.1.3 (an "**Unexpected Subsequent Transferring Employee**") that they have or should have transferred to either or both of the Authority and the New Provider by virtue of the Transfer Regulations and such claim occurs on or in connection with the termination, partial termination or expiry of this Agreement, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-contractor's or relevant Sub-contractor of any tier'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 (10) Business Days after receiving notification of the unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

SCHEDULE N: TRANSFER REGULATIONS

(A) the Contractor shall (or shall procure that the Employing Sub Contractor shall), as soon as reasonably practicable, either or both offer 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;

(B) if the unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and either or both the Authority (insofar as it is permitted) or New Provider (as appropriate) shall employ the unexpected Subsequent Transferring Employee or as soon as reasonably practicable and subject to compliance with its obligations at Paragraph 1.1.1(C)(3), serve notice to terminate the unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

(C) the Contractor shall indemnify the Authority and any New Provider fully 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:

(1) 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 1.1.1(B);

(2) any liabilities acquired by virtue of the Transfer Regulations in relation to the unexpected Subsequent Transferring Employee;

(3) any liabilities relating to the termination of the unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of Contract or discrimination attributable:

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

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

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

(4) 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);

(5) reasonable administrative costs incurred by the Authority or New Provider in dealing with the unexpected Subsequent Transferring Employee's claim or allegation; and

SCHEDULE N: TRANSFER REGULATIONS

(6) legal and other professional costs reasonably incurred; and

- 1.3.2 the Authority shall be deemed to have waived its right to an indemnity under Paragraph (C) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this Paragraph 1.3.

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

- 1.4.1 If on the expiry, termination or partial termination of the Agreement there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider fully against all 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.
- 1.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- (A) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority, or a New Provider or a subcontractor of a New Provider during the period from and including the Subsequent Transfer Date;
 - (B) subject to Paragraph 1.4.1 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 Agreement (as defined by Regulation 13 of the Transfer Regulations), save to the extent that such all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the are a

SCHEDULE N: TRANSFER REGULATIONS

result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 1.4.3 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 1.4.3, 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.

1.5 **Contracts (Rights of Third Parties) Act 1999**

- 1.5.1 A New Provider may enforce the terms of Paragraphs 1.1, 1.3 and 1.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 1.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Agreement.
- 1.5.3 Nothing in this Paragraph 1.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Agreement.

1.6 **General**

- 1.1.2 The Contractor shall not recover any Losses under this Schedule N where such Losses are either or both recoverable by the Contractor elsewhere in this Agreement or are recoverable under the Transfer Regulations or otherwise.

APPENDIX 1

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

1. Pursuant to Paragraph 1.1.1(B) of this Schedule N, the following information will be provided:
 - 1.1 the total number of individual employees (including any employees of Sub-contractors or any sub-contractors of any tier) 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 twelve (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 (for example, 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 allowance;
 - 2.11 regular/recurring allowances;
 - 2.12 outstanding financial claims arising from employment (for example, season ticket loans, transfer grants);

3. The information to be provided under this 0 should not identify an individual employee by name or other unique personal identifier unless such information is being provided twenty eight (28) days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-contractors and any Subcontractors of any tier provide) the authority with access to the Contractor's and Subcontractors and any Sub-contractors of any tier general employment terms and conditions applicable to those employees identified at paragraph 1.1 of this 0 and the Contractor consents to their disclosure to a tenderer participating in a competition for services substantially similar to the services (in whole or in part).

APPENDIX 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to Paragraph 1.1.2 of this Schedule N, 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 (2) 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 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 four (4) weeks) planned or taken during the last two (2) 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-(4) 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.

SCHEDULE N: TRANSFER REGULATIONS - APPENDIX 2

1.6 Further information

1.6.1 information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or 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 as a School Governor; and

1.6.4 information about any maternity or other statutory leave or other absence from work.

1.7 Information to be provided twenty eight (28) days prior to the Subsequent Transfer Date:

1.7.1 Employee's full name;

1.7.2 Date of Birth

1.7.3 Home address; and

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

SCHEDULE O: EXIT PLAN

EXIT PLAN

- 1.1 The draft Exit Plan is contained at the Appendix (Insert from Bid) to this Schedule O. It shall be agreed with the Authority within six (6) months of Agreement Commencement Date and reviewed on an annual basis.
- 1.2 Grant Thornton UK LLP shall maintain the Exit Plan such that it, as a minimum, includes:
 - 1.2.1 all the necessary information, assets, management arrangements and responsibilities required;
 - 1.2.2 for a controlled Contract exit where there is no transfer of service provision to a replacement provider; and for the transition of Service provision to a replacement provider;
 - 1.2.3 a commitment regarding the continued presence of Key Personnel as the Senior Responsible Owners of the Exit Plan;
 - 1.2.4 a commitment to restrict movement of Engaged Personnel in the final six (6) Months of the Term to an absolute minimum; and
 - 1.2.5 an obligations matrix that tracks Contractor obligations against the Agreement, inclusive of all continuing obligations.
 - 1.2.6 the appropriate return of GFX in accordance with Schedule P.

SCHEDULE P: GOVERNMENT FURNISHED ASSETS (GFA) REGISTER

GOVERNMENT FURNISHED ASSETS (GFA) REGISTER

1. Whilst reasonable endeavours will be made, the Authority cannot guarantee that the delivery date for any requested GFA will be met. If the Authority fails to meet expected timelines the Contractor shall not be liable for any consequential delay to Contract turnaround times. For the avoidance of doubt, such delays directly caused by the Authority failing to supply GFA shall be exempt from any penalty or liability including those imposed within the Key Performance Indicator process.

2. The Contractor shall observe any instructions from the Authority regarding the use of any GFA issued for the purposes of this Contract, including the restoration of GFA back to the Authority if so required by the Authority's project manager.

The following table lists all **Contract Support Items** to be stored under this Contract.

3. Upon completion of the final tasking, the Contractor shall ensure timely return of all GFX provided under this Contract within 10 working days, or as otherwise agreed in the tasking form, and in the same condition it was initially provided.

Serial	Item	Start Date	End Date
GFF 1	Access to on on-site accommodation; security site pass, desk or desk booking facilities, and IT facilities (as appropriate depending on business continuity)	Agreement Date	2 years from Agreement Commencement Date
GFF 2	Access to on-site accommodation; security site pass, desk or desk booking facilities, and IT facilities (as appropriate depending on business continuity) for each Resource provided under the Initial Approved Tasking Order at the Authority location specified in the Initial Approved Tasking Order.	Start date for each resource as specified in the Initial Approved Tasking Order.	Demobilisation of the Resource
GFF 3	Unless specified otherwise in that Tasking Order, Access to security site pass on-site accommodation desk or desk booking facilities, and IT facilities (as appropriate depending on business continuity) for all Engaged Personnel provided under an Approved Tasking Order or Approved Project at the Authority location specified in the relevant Tasking Order.	Start date of the relevant Tasking Order.	End date of the relevant Tasking Order.

SCHEDULE P: GOVERNMENT FURNISHED ASSETS (GFA) REGISTER

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
2. Any such further instructions shall be incorporated into this Schedule.

DESCRIPTION	DETAIL
Subject matter of the processing	Pre-Mobilisation of resources for specific assignments and specific tasks
Duration of the processing	25 Business Days for Pre-Mobilisation and the duration of the specific assignment or 10 Business Days for Pre-Mobilisation and the duration of the specific task.
Nature and purposes of the processing	<p>Transmission of CVs to the Authority for specific assignments Processing of CVs by F&A FMT Final selection of Personnel for specific assignment Pre-Mobilisation of Personnel for specific assignment Time Recording during assignment Performance Reporting (During and on completion of specific assignment) Personnel Performance Questionnaire Customer Satisfaction Survey</p> <p>The nature of the processing will include collection, recording, and destruction of data (by automated means) for Pre- Mobilisation of Personnel for specific assignments and specific tasks.</p> <p>The purpose may include: employment processing, statutory obligation, recruitment assessment.</p>
Type of Personal Data	<p>Will include personal data including: Post Details, name, address, date of birth, NI number, telephone/mobile number, email, Nationality, Emergency Contact details, Medical Information, Beliefs, Images (for Passes), TU Details, Security Clearances, CVs which will include qualifications.</p> <p>And any other information that identifies an individual, by itself or together with other data sets.</p>
Categories of Data Subject	Include: Personnel for specific assignment and specific tasks (including agents and temporary workers), customers/ clients and suppliers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or	<p>Data will be retained up to the duration of the Agreement.</p> <p>Personnel information that is required to be returned will be, and that which is not to be returned will be destroyed as appropriate.</p>

SCHEDULE Q: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

member state law to preserve that type of data	
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DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Nick Graham

Address: DE&S, Spruce 2B, #1261, MoD Abbey Wood, Bristol, BS34 8JH

Email: Nick.Graham759@mod.gov.uk

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

Name: Lisa Trent

Address: DE&S, Spruce 2B, #1261, MoD Abbey Wood, Bristol, BS34 8JH

Email: Lisa.Trent100@mod.gov.uk

3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: N/A

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

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

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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