

SCHEDULE I: MANAGEMENT AND LIABILITY FOR ENGAGED PERSONNEL

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1. GENERAL

1.1 Engaged Personnel shall be engaged to deliver the Personnel Services as outlined in each Approved Tasking Order.

1.2 Where any of the Engaged Personnel are on annual leave, sick leave, bereavement leave or any other form of authorised absence for more than ten (10) Business Days not already identified in the associated Approved Tasking Order, the Contractor shall procure that (or the relevant Sub-contractor 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 three (3) weeks which hasn't already been outlined in the associated Approved Tasking Order, the Contractor (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 1.22 shall be notified by such Engaged Personnel to the ADT Commercial Lead 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

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Authority right to request Replacement of Engaged Personnel

- 2.1 The Authority shall have the right to request the Contractor replace any Member of the Engaged Personnel on reasonable grounds by giving the Contractor not less than five (5) Business Day's prior written notice which outlines the reasons for the request.

Authority right to request Removal of any Member of the Engaged Personnel

- 2.2 The Authority Delivery Team, acting reasonably, 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:

2.2.1 has become incapable of performing his or her duties through illness or incapacity for a consecutive period of more than twenty (20) Business Days;

2.2.2 in the reasonable opinion of the Authority, has demonstrated a level of performance that is unsatisfactory in any material respect or prejudicial to the working relationship of the Authority with the Contractor or with any of the Authority Related Parties;

2.2.3 in the reasonable opinion of the Authority, does not have the Required Skills;

2.2.4 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;

2.2.5 is in breach of any Applicable Law or Authority policy relating to a security matter;

2.2.6 does not comply with the Letter of Placement;

2.2.7 has committed a Prohibited Act (as defined in DEFCON 520); or

- 2.3 The Authority Delivery Team 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 Paragraphs 1.12.3(A), 2.5, 4.1.1(A) or 4.2.1(A) of Schedule G (COI Compliance Regime).

- 2.4 Prior to giving written notice under Paragraphs 2.2 or 2.3, the Authority Delivery Team shall consult with the Contractor and advise the Contractor of its reasonable concerns relating to the relevant Member of the Engaged Personnel. In the event that the Contractor does not agree with the Authority's concerns regarding the Engaged Personnel, the Parties shall refer to the Hub Operations Board Hub to agree an appropriate way forward.

Death or termination of employment

- 2.5 In the event of a death or termination for whatever reason of the Member of the Engaged Personnel's employment with the Contractor (or a Sub-contractor), the Contractor shall provide written notice of such termination as soon as reasonably practicable, and shall nominate a replacement within five (5) Business Days.

Contractor right to terminate an Engagement for Engaged Personnel grievance

- 2.6 The Contractor may terminate any Engagement with immediate effect by written notice if the Contractor (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.

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2.7 In the event that an Engagement is terminated in accordance with paragraph 2.6 above, the Parties shall discuss and agree an appropriate plan to provide replacement Engaged Personnel, including any appropriate mitigations which may be required, for the remainder of the Engagement

General

2.8 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)

2.8.1 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 Member of the Engaged Personnel with the Required Skills 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; and

2.8.2 the provision of any replacement Member of the Engaged Personnel shall have no impact upon the Firm Price agreed in the Approved Tasking Order

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 2.6 and 2.7 make reasonable endeavours to perform the any handover that may be required at no charge to the Authority

2.9 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

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- 3.1 The Contractor shall (and shall ensure that any Sub-contractor shall) ensure that each Member of the Engaged Personnel executes, prior to commencing his or her Placement, a Letter of Placement. The Contractor shall (and any Sub-contractor shall) procure that the relevant Member of the Engaged Personnel complies with all the obligations contained in his or her respective Letter of Placement.
- 3.2 The Authority shall:
- 3.2.1 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 or anything that would breach his or her Employment Contract or anything that would breach his or her Employment Contract;
 - 3.2.2 take such steps as may be reasonably requested by the Contractor so as to ensure that the Contractor (or, where relevant, a Sub-contractor) is able to comply with its obligations under the Employment Contracts in respect of working time and holidays; and
 - 3.2.3 reimburse the Contractor for T&S Costs incurred by the Engaged Personnel where permitted in accordance with Paragraph 7.2 (*Travel and Subsistence for Engaged Personnel*) and provided that the Contractor has complied with Paragraph 7.3.
- 3.3 The Contractor (and, where relevant, shall procure that a Sub-contractor) shall:
- 3.3.1 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);
 - 3.3.2 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;
 - 3.3.3 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;
 - 3.3.4 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);
 - 3.3.5 comply with its obligations (express and implied) under the Employment Contracts; and

4. MANAGEMENT

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- 4.1 The Contractor shall (or, where relevant, shall procure that 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 For the avoidance of doubt, the Authority shall be responsible for the management and direction of the Engaged Personnel in relation to the performance of tasks during an Engagement.
- 4.3 The Authority shall:
 - 4.3.1 as soon as reasonably practicable, refer any and all Management Issues to the Contractor;
 - 4.3.2 as necessary, co-operate with the Contractor (or, if the employer, the Sub-contractor) in providing evidence relating to any Engaged Personnel for use in relation to any Management Issues, including in relation to any grievance or disciplinary procedure;
 - 4.3.3 provide any other reasonable assistance to the Contractor (or, where relevant, a Sub-contractor) in any steps the Contractor (or Sub-contractor) may take under its grievance or disciplinary procedures in relation to Engaged Personnel; and
 - 4.3.4 provide the Contractor (or a Sub-contractor) with all such reasonable assistance, information and documentation as the Contractor (or a Sub-contractor) may reasonably require in order to deal with any Management Issues, whether under the Contractor'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 Sub-contractor) and in accordance with the Employment Contract, and shall remain subject to the Contractor's (or, where relevant, a Sub-contractor) approval and notification policies and procedures.
- 5.2 The Engaged Personnel shall consult with the relevant Authority Demander before it submits any holiday request and the Contractor shall notify the relevant Authority Demander as soon as reasonably practicable in relation to a Member of the Personnel's absence from work for any other reason
- 5.3 The Authority shall, at its discretion, direct up to 10 non-paid working days per annum for all Engaged Personnel to cover periods of site closure for the festive period and bank holidays subject to the Contractor being provided with 10 Business Days' notice.

6. HEALTH AND SAFETY

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- 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 Parties shall notify the other Party 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 an Approved Tasking Order pursuant to this Agreement at an Authority site, in accordance with DEFCON 76 (Contractor's Personnel at Government Establishments).

7. **ADMINISTRATIVE MATTERS**

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Contact requirements for Engaged Personnel

- 7.1 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 telephone number for that Member of the Engaged Personnel.

Travel and Subsistence for Engaged Personnel

- 7.2 It is anticipated that Engaged Personnel shall work from the base location identified in an Approved Tasking Order. The Contractor acknowledges and agrees that travel and subsistence costs and expenses for Engaged Personnel shall only be payable by the Authority where:
- 7.2.1 the Member of the Engaged Personnel is directed by the Authority to work at other sites to those identified in the Approved Tasking Order; and
 - 7.2.2 the Authority is unable to book the Travel and Subsistence using the internal Authority Defence Travel Booking System;
 - 7.2.3 otherwise the Contractor has the prior written agreement of the Authority to incur such costs and expenses (including where set out in an Approved Tasking Order for example where there may be a requirement for Engaged Personnel to incur travel and subsistence over and above the individuals normal commute); and
 - 7.2.4 the costs and expenses are in accordance with the T&S policy of the employer of the Engaged Personnel and are considered to be an allowable cost and AAR in accordance with the SSCR 2014,
 - 7.2.5 and no other such costs or expenses shall be payable under this Agreement.
- 7.3 The Contractor shall submit claims for travel and subsistence expenses in a format acceptable to the Authority (acting reasonably) and shall detail travel and subsistence costs and expenses separately for each Approved Tasking Order.
- 7.4 No amount shall be payable by the Authority without evidence acceptable to the Authority (acting reasonably) of the costs and expenses having been incurred.

Desk booking – Abbey Wood

- 7.5 The Contractor shall ensure that Engaged Personnel at Abbey Wood comply with the Authority's desk booking arrangements and shall use the Authority Facilities Management system to forward-book:
- 7.5.1 meeting rooms, hot-desks, and video conferencing suites; and
 - 7.5.2 visitor access and passes for all Engaged Personnel not located on-site.

Site specific – Outside Abbey Wood

- 7.6 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 by the Authority in each Approved Tasking Order.

OFFICIAL
Handling Instruction – Commercial in Confidence

SCHEDULE I LIABILITY FOR ENGAGED PERSONNEL: APPENDIX 2 PRIVILEGE AND
CONFIDENTIALITY AGREEMENT

APPENDIX 1

LETTER OF PLACEMENT

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State. I understand that “disclose”, in this context, includes informing other employees of my Employer who are not entitled to receive the information.
3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored and access is controlled in accordance with my Employer’s rules concerning third party confidential information.

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4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date: