

**Additional conditions**

**1) Document Deliverables**

1.1 The following acceptance condition shall apply to all document deliverables within the Statement of Work at Annex A to the Tasking Order Form.

1.2 The Contractor shall give the Authority notice of at least ten business days prior to the submission of deliverable documents.

1.3. For the purposes of DEFCON525 (Edn.10/98), Acceptance and DEFCON524 (Edn.10/98), Rejection, document deliverables under this Contract are not subject to an automatic acceptance but shall be deemed accepted in accordance with the following process:

1.4 The Authority shall within ten business days of confirming receipt of the submitted document, review the document and shall either:

- a. notify the Contractor of the Authority's acceptance of the document or;
- b. provide any comments to the Contractor.

1.5 If the Authority does not respond to the Contractor within ten business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.6 The Contractor shall then incorporate any comments within a revised document (subject to any further agreement that may be required) which shall be issued to the Authority within five business days of receiving the Authority's comments.

1.7 The Authority shall within five business days of confirming receipt of the revised document, review the document and shall either:

- a. notify the Contractor of the Authority's acceptance of the document or;
- b. highlight any errors or omissions within the document to the Contractor.

1.8 If the Authority does not respond to the Contractor within five business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.9 The Contractor shall correct any errors and/or omissions and submit the corrected document to the Authority within five business days.

1.10 The Authority shall notify the Contractor of the Authority's acceptance of the document once the Authority's Project Manager is satisfied that the deliverable meets the requisite quality. If the Authority does not respond to the Contractor within five business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.11 The Parties shall adopt the following receipting process for document deliverables. If the Party issuing the document or providing comments does not receive confirmation of receipt within 2 business days of having issued such document or comments, the issuing party shall be responsible for contacting the other party to establish the whereabouts of such documents or comments.

## **2) Payment of Travel & Subsistence**

2.1 Payment for Line Item 2 of the Schedule of Requirements shall be made in arrears at the same time as milestones under the Milestone Payment Plan. The Contractor shall provide a breakdown, including all actual costs of the travel undertaken and subsistence costs incurred in the milestone period, before submitting their invoice. Payment of actual costs for travel and subsistence shall be at a maximum of those rates identified in Appendix 3, and the total payment shall not exceed the Max Price under Line 2 of the Schedule of Requirements.

## **3) Key Personnel**

3.1 For the purpose of this Contract, the term, Key Personnel, shall include all employees of the Contractor, and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of its personnel throughout the duration of the Contract. The Contractor warrants that it will provide suitably qualified and competent personnel for the purpose of completing the Contract and shall provide the Authority, when requested, a copy of the skills criteria defined for each identified personnel grade and Key Personnel's CVs.

3.2 Where temporary staff are required or are necessary to maintain the normal standard of service for any period, the Contractor shall employ temporary staff of a similar standard, as far as the market availability of such staff allow and provide relevant details to the Authority as specified in paragraph 1. The Contractor must inform the Authority of how long temporary staff are anticipated to be in place for and the reasons which they are needed.

3.3 The Contractor shall not terminate the appointment of any of the Key Personnel or appoint any new member, or replacement for any, of the Key Personnel without prior notification to the Authority. As soon as the Contractor becomes aware of a possible change to the Key Personnel, however arising, the Contractor shall notify the Authority's Commercial Branch in writing and shall use all reasonable endeavours as soon as reasonably practicable to find a suitable person to perform the role of the member of Key Personnel who is being replaced and to avoid any vacancy in such role.

3.4 Within five Business Days of identifying any proposed replacement of Key Personnel, the Contractor shall provide evidence to the Authority's Commercial Branch that the proposed replacement holds qualifications and experience relevant for the role.

3.5 Where it is a statutory requirement that an employee be of a required clearance level before undertaking particular work, the Contractor will need to ensure the validity of the clearance throughout the term of employment.