



UK Strategic Command

Contract No: 703880450

for

HRIS SUPPORT AND MAINTENANCE

<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address</p> <p>UK Strategic Command, Commercial Branch HQ British Forces Cyprus 3370 Anglikos Stratos Episkopi</p> <p>E-mail Address: [REDACTED]</p>	<p>And</p> <p>Contractor Name and address:</p> <p>KDS Supernova Business Solutions and Business Consulting Limited</p> <p>Floor 1, Flat/Office 201 Kyklopon 8 4040 Linopetra Agis Athanasios Limassol</p> <p>E-mail Address: [REDACTED]</p>
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Standardised Contracting Terms

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company 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;
 - (4) for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the

Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and Condition 39 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party 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 Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to Condition 39 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”
 - (2) Clause 39.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause 39.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 39.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
- (1) Conditions 1 - 43 (and 44 - 46, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

- a. Except as provided in Condition 30 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used) and;
 - (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
- b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
 - (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

- d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.
- e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

- a. Any reference to the Authority in respect of:

OFFICIAL SENSITIVE - COMMERCIAL

- (1) the giving of consent;
- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision 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.

9. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

10. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

11. Third Party Rights

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.

12. Transparency

a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.

b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information

and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing, 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 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;
- (2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
- (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
- (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
- (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
- (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;
- provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. The Authority may disclose the Information:
- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
- (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) 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 the Contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.
- g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a

disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. **Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

15. **Change of Control of Contractor**

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The

decision whether to make such a payment shall be at the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

17. Contractor's Records

a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
- (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
- (2) the termination of the Contract; or
- (3) the final payment,

whichever occurs latest.

18. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:

- (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
- (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. Packaging responsibilities are as follows:

- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
- (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
- (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
- (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:

- (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
- (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

- (1) The Health and Safety At Work Act 1974 (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 23 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:

(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DELSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

(b) The MPAS Documentation is also available on the DStan website.

(2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).

(3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').

(4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

(5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

(6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

(7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

(8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor or their Subcontractor is the PDA they shall:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.

(b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:

i. a list of all SPIS which have been prepared or revised against the Contract; and

ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).

(2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the

Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.

(3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).

(4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).

h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. destination where it differs from the consignee's address, normally either:

(i) delivery destination / address; or

(ii) transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.I.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

(a) description of the Contractor Deliverable;

(b) the full thirteen digit NATO Stock Number (NSN);

(c) the PPQ;

(d) maker's part / catalogue, serial and / or batch number, as appropriate;

(e) the Contract and order number when applicable;

(f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

(g) shelf life of item where applicable;

(h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

(j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

(1) the full 13-digit NSN;

(2) denomination of quantity (D of Q);

- (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 24 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. Supply of Data for Hazardous Materials or Substances in Contractor Deliverables

a. The Contractor shall provide to the Authority:

(1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance the extant Classification, Labelling and Packaging (GB CLP) Regulation; and

(2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the extant UK REACH Regulation:

(1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 23.h below; and

(2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

c. If the Contractor is required, under, or in connection with the Contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the extant Ionising Radiation Regulations, the Contractor shall additionally provide details of:

(1) activity; and

(2) the substance and form (including any isotope);

g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 23.a.(1) and 23.b.(1), any information arising from the provisions of clauses 23.e, 23.f and 23.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (DS & EQT)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH

(2) Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

- i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning Hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 42 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 42.
- j. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

24. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
- (1) shall comply with the Contract Specification; and
 - (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 24.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
 - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 24.a or 24.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 24.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 24.a or 24.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).
- g. Notwithstanding clause 24.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 24.a or 24.b, or both. In the event that the Authority is not satisfied,

the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
 - (2) assess whether the source meets the relevant criteria of clause 24.b.
- i. The statistical reporting requirement at clause 24.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

25. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.
- c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).
- d. The Information provided on the CofC shall include:
- (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) details of any approved concessions;
 - (5) acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) description of Contractor Deliverable, including part number, specification and configuration status;
 - (9) NATO Stock Number (NSN) (where allocated);
 - (10) identification marks, batch and serial numbers in accordance with the Specification;

- (11) quantities;
- (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 25.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

26. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 26.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

27. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 27.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 27.c.

28. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in clause 29.b has elapsed.

29. Rejection and Counterfeit Materiel

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 29.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
- (1) notify the Contractor of its suspicion and reasons therefore;
 - (2) where reasonably possible, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 29.c.(2).(i) or the provision of a sample at 29.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
 - (4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel
- Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 29.a and 29.b (Rejection).
- d. In addition to its rights under 29.a and 29.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
- (1) retain any Counterfeit Materiel; and/or
 - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;
- and such retention shall not constitute acceptance under Condition 28 (Acceptance).

e. Where the Authority intends to exercise its rights under clause 29.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at their own risk and expense and subject to any reasonable controls specified by the Authority, for:

- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
- (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Materiel.

f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 29.d, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 29.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 29.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
- (2) to pass it to a relevant investigatory or regulatory authority;
- (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor; and/or
- (4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.

Exercise of the rights granted at clauses 29.f.(1) to 29.f.(3) shall not constitute acceptance under Condition 28 (Acceptance).

g. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 29.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 29.f.(4) then the balance shall accrue to the Contractor.

h. The Authority shall not use a retained Article or consignment other than as permitted in clauses 29.c – 29.j.

i. The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 29.c – 29.j except where it has been determined in accordance with Condition 39 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 20.c.(4). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 29.c.

30. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

31. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property**32. Import and Export Licences**

a. 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.

b. 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:

(1) 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:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) 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".

c. If the Contractor or any Subcontractor 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 Subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. 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.

e. 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:

(1) the Contractor shall, or procure that the Contractor's Subcontractor 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 five (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

(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.

f. 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.

g. Where the Authority invokes clause 32.e or 32.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. 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.

i. 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.

j. 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.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer or export control,

that imposes or will impose end use, end user or re-transfer or re-export 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 Condition 33 (Third Party Intellectual Property – Rights and Restrictions).

l. 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 32.k.(1) or 32.k.(2), they 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 thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under clause 32.l 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 32.l.

n. 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 clauses 32.l or 32.m of which they become or are 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.

o. 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 32.l or 32.m of which they become 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.

p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, 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 [X] 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 [X] 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.

q. If the restrictions prevent the Contractor from performing their 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 Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 32.r, 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.

r. In the event that the restrictions notified to the Authority pursuant to clause 32.l 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 clauses 32.n or 32.p 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 32.l, termination under clause 32.t will be in accordance with Condition 42 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (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 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. 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 thirty (30) 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.

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 32.s or 32.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

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 their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) 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 Condition 41 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 32.q or 32.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

33. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to

use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

clause 33.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 33.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 33.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 33.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and

employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 33.a.

k. Where authorisation is given by the Authority under clause 33.e, 33.f or 33.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) clauses 33.a – 33.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

- (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
- (4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
- (5) following a notification under clause 33.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
- (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in Condition 33 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.
- q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 44, or where required by Clauses 33.a. - 33.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions).
- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b.
- s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.
- t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

34. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause 34.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

35. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 35.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 35.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 35.a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 35.c after a reasonable time has passed.
- e. 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 under the Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

36. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables 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) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor

having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 39 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 36.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

37. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 37 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 35.f;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 37.b and 37.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 37.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 37.a.(1) and 37.a.(2); and
- (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 37.a.(1) and 37.a.(2).

d. The provisions of Condition 35 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

38. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 38.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 38.b.(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 38.b.(1) to 38.b.(4).

Termination**39. Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 39.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 39.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

40. Termination for Insolvency or Corrupt Gifts**Insolvency:**

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
 - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or

- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 40.a.(9) to 40.a.(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
- (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this Condition, the Authority shall:

- (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;
- (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.

f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

41. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 41.b.(2) and 41.b.(3) of this Condition.

c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 41.b):

- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 41.e below and to the Contractor's compliance with any direction given by the Authority in clause 41.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 41.a to 41.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 41.c.(1);
- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
- (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 41.

g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

42. Material Breach

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the

Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 42.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

43. Consequences of Termination

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.

Additional Conditions

44 Project specific DEFCONs and DEFCON SC variants that apply to this contract

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

DEFCON 076 (SC2) (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 605 (SC2) (Edn. 11/17) - Financial Reports

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 653 (Edn. 12/14) - Pricing on Ascertained Costs

DEFCON 658 (SC2) (Edn. 10/22) - Cyber

DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements

DEFCON 681 (Edn. 06/02) - Decoupling Clause - Subcontracting with the Crown

DEFCON 694 (SC2) (Edn. 07/21) - Accounting For Property of the Authority

DEFCON 647 (SC2) (Edn. 05/21) - Financial Management Information

DEFCON 671 (Edn 10/22) – Plastic Packaging Tax

DEFCON 703 (Edn 06/21) – Intellectual Property Rights – Vesting in the Authority

DEFCON 658 - Cyber Risk Profile – Low - Cyber Risk Assessment RAR-502071191

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

45. General Conditions

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Payment Terms

Monthly Management Fee Payment shall be made quarterly in arrears following provision of services in line with the Statement of Requirement.

Call off items will be paid in arrears in accordance with Schedule 2 serials 2 – 10.

One off items will be paid in arrears in accordance with Schedule 2 serial 11

Special Indemnity Conditions

46 Special conditions that apply to this Contract

VAT

British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted are Zero rated. A Republic of Cyprus VAT Department Form V6A shall be issued to the Contractor upon acceptance of the Contract.

Insurance

- a. The Contractor shall at all times hold adequate insurance for his obligations under this Contract. This is to include, but not be limited to:
 - i. Public Liability insurance for a minimum of £5,000,000.00 (pounds five million)
 - ii. Professional Indemnity insurance for a minimum of £1,000,000.00 (pounds one million).
- b. The Contractor shall not sub-contract its obligations to provide Services under the contract unless it is satisfied that the Sub-contractor holds adequate insurance against liability arising from negligent performance of such Services.
- c. The Limitation of Liability cap (SC2-ITT-Annex A-Limitation of Contractor's Liability) is not eroded or reduced when funds are available under the Required Insurances.
- d. The Contractor shall provide to the Authority at the commencement of the Contract and thereafter in December of each year a certified statement of his insurance cover together with the confirmation from his insurers that the relevant premiums have been paid.

Language of the Contract

- a. English shall be the language of the Contract and all documentation or information required or produced during the Contract, including in connection with the Contractor's performance of its obligations under the Contract.
- b. All other correspondence shall be in English.
- c. For the avoidance of doubt the Contractor shall be responsible for any translations/interpretation costs.

Social Value

- a. The Contractor shall support and work with the Authority for the duration of the Contract to identify and deliver agreed social value opportunities.
- b. Using the UK Cabinet Office Social Values Model, both parties shall work together to review each of the five (5) themes and eight (8) policy outcomes and seek to propose to deliver against them.
- c. Social Value shall be an Agenda item at Contract Review Meetings.
- d. Social Value Key Performance Indicators shall be developed and mutually agreed by all parties prior to inclusion in the Contract.

47 The processes that apply to this Contract are

As per SC2 Schedule 9

Contract 703880450 for HRIS Support and Maintenance

This Contract shall come into effect on the 20 December 2022 following signature by both parties.

For and on behalf of the Company Name [insert company name in full]:

Name, Title and Company Position	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Secretary of State for Defence

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

SC2 Schedules

Schedule 1 - Definitions of Contract

Articles

means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies when DEFCONs are added to these Conditions);**

Authority

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

Authority's Representative(s)

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

Business Day

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

Central Government Body

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

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. Executive Agency;

Collect

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

Commercial Packaging

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

Conditions

means the terms and conditions set out in this document;

Consignee

means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor

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

Consignor

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

Contract

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

Contract Price

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

Contractor

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

Contractor Deliverables

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

Control

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

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

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

CPET

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

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977

which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

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

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

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

DEFFORM

means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

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

DeliveryDate

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

Denomination of Quantity (D of Q)

means the quantity or measure by which an item of material is managed;

Design Right(s)

has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order

means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of

specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract

means the date upon which both Parties have signed the Contract;

Evidence

means either:

- a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
- b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

Firm Price

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

FLEGT

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

Government Furnished Assets (GFA)

is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable

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

Independent Verification

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

Information

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

Issued Property

means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the

Contract by or on behalf of the Authority;

Legal and Sustainable

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

Legislation

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

Military Level Packaging (MLP)

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

**Military Packager
Approval Scheme (MPAS)**

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

MPAS Registered Organisation

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

MPAS Certificated Designer

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

NATO

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

Notices

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

Overseas

shall mean non UK or foreign;

Packaging

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

Noun. The materials and components used for the preparation of the Contractor Deliverables for

	transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which

is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

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

STANAG4329

means the publication NATO Standard Bar Code Symbologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

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

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

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

Virgin Timber

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

Annex to Schedule 1

Additional Definitions of Contract law. Conditions 44 - 46 (Additional Conditions)

See Schedule 9 – Statement of Requirement for further definitions.

Schedule 2 - Schedule of Requirements

[REDACTED]

Schedule 3 - Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The effective date of the Contract shall be: 20 December 2022

The Contract expiry date shall be: 19 December 2025

Option Years

Option Year 1 – 20 December 25 to 19 December 2026

Option Year 2 – 20 December 26 to 19 December 2027

The Authority will notify the supplier no later than 6 (six) months prior to the expiry date that Option periods will be taken.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

Condition 7 – Authority’s Representatives:

The Authority’s Representatives for the Contract are as follows:

Commercial: (as per Box 1 of Annex A to Schedule 3 (DEFFORM 111))

Project Manager: (as per Box 2 of Annex A to Schedule 3 (DEFFORM 111))

Condition 18 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: (as per Annex A to Schedule 3 (DEFFORM 111))

Contractor: [REDACTED]

Notices can be sent by electronic mail.

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings as detailed in SC2 Schedule 9

Mobilisation Meetings – immediately following signature from all parties and as required by the Authority (Authority’s premises or virtually)

Start Up Meeting – within 2 weeks of Contract start (Authority’s premises or virtually)

Contract Review Meetings – on a monthly basis in the first six (6) months of the Contract on the first calendar Tuesday of each month

- Thereafter on a quarterly basis on the first calendar Tuesday of January, April, July and October

HRIS Technical Meetings - called by either Authority Key Users and/or Supplier’s Technical Consultants as and when required.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports: As detailed in SC2 Schedule 9

Reports shall be Delivered to the following address:

Electronically to the Project Manager: (as per Annex A to Schedule 3) (DEFFORM 111

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

A Deliverable Quality Plan is not required for this Contract

Other Quality Assurance Requirements – as detail in SC2 Schedule 9 (including but not limited to:)

Primary Quality Assurance Standard:

AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design Development and Production. (Certificate of Conformity shall be provided in accordance with DEFCON 627).

Development Software

AQAP 2210 Edition A Version 2 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply

Concessions – to be managed in accordance with Def Stan 05-061 Part 1, Issue 7 (or extant version) Quality Assurance Procedural Requirements – Concessions.

Contractor Working Parties – in accordance with Def-Stan 05-061 Part 3, Issue 4 (or extant version) – Quality Assurance Procedural Requirements – Contractor Working Parties

Avoidance of Counterfeit Materiel – in accordance with Def-Stan 05-135, Issue 2 (or extant version) – Avoidance of Counterfeit Materiel.

<p>Condition 21 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements: None specified</p>
<p>Condition 25 – Certificate of Conformity:</p> <p>A Certificate of Conformity is required for this Contract in accordance with DEFCON 627 (see Quality Assurance Condition 20 of Schedule 3 above).</p> <p>Contractor Deliverables require traceability throughout the supply chain.</p>
<p>Condition 27.b – Delivery by the Contractor:</p> <p>As detailed in SC2 Schedule 9</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p>
<p>Condition 27.c - Collection by the Authority:</p> <p>Collection of goods is not applicable to this Contract.</p>
<p>Condition 29 – Rejection:</p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise stated in SC2 Schedule 9</p>
<p>Condition 31 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? Not applicable</p>
<p>Pricing and Payment</p>
<p>Condition 34 – Contract Price:</p> <p>All Schedule 2 line items shall be FIRM Price.</p>
<p>Termination</p>
<p>Condition 41 – Termination for Convenience:</p> <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p>
<p>Other Addresses and Other Information (<i>forms and publications addresses and official use information</i>)</p>
<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)
Contract No: 703880450

Authority Changes

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

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;
and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that

- the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
- ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

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

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

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

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s))

proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

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

Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)

Contract No: 703880450

Contract No: 703880450
Description of Contractor's Sensitive Information: [REDACTED]
Cross Reference(s) to location of Sensitive Information: [REDACTED]
Explanation of Sensitivity: [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED]
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: [REDACTED] Address: [REDACTED] Telephone Number: [REDACTED] Email Address: [REDACTED]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: 703880450

Hazardous Contractor Deliverables, Materials or Substances

Statement by the Contractor

Contract No: 703880450

Contract Title: HRIS Support and Maintenance

Contractor: KDS SUPERNOVA BUSINESS & CONSULTING LIMITED

Date of Contract: 20 December 2022

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

Contractor's Signature: [REDACTED]

Name: [REDACTED]

Job Title: [REDACTED]

Date: [REDACTED]

.....
To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

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

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

Data Requirements for Contract No: 703880450

The following information is provided in respect of condition 24 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
NOT APPLICABLE				

Schedule 8 - Acceptance Procedure (i.a.w. condition 28)

Contract No: 703880450

Schedule 9 - Statement of Requirement

Statement of Requirement

For the

Human Resources Information Systems

Contents

Annex A	System Requirement document
Annex B	Mobilisation Plan
Annex C	Leaflet 11 Information – Cyber System Security
Annex D	Leaflet 8 Information Security
Annex E	Change Request (CR) / Incident – Management Process (PIs)
Annex F	Key Performance Indicators (KPIs) / KPI Monitoring Process and Recovery Action
Annex G	Exit Plan
Annex H	Security Clearance Checklist for Cypriot Nationals/UK Nationals
Annex I	Call-Off Hours Breakdown Monthly Analysis Report – Sample Template
Annex J	Contract Review Meetings – Terms of Reference
Annex K	Standard Quality Assurance Contractual Requirements Checklist
Annex L	DEFCONs (Defence Conditions) Obligations Matrix
Annex M	HRIS Government Furnished Assets (GFA) Schedule

Purpose

1. The Purpose of the Statement of Requirement (SOR) is to set out the responsibilities of the Supplier for maintenance, support and improved functionality of the Authority's existing Software Human Resources Information System (HRIS) which is based on System Application and Product in Processing (SAP) Enterprise Resource Planning (ERP) technology. In this context maintenance relates to the processes needed to sustain the system throughout its operational life cycle. Modifications to the system are logged and tracked, an impact analysis performed, code and other parts of the system are modified, testing is performed, and a new version of the IT product is released. Maintenance also includes training and other daily actions used to provide support. The primary IT maintenance activities are:

- Process implementation
- Problem and modification analysis
- Modification implementation
- Maintenance review/acceptance
- Migration

Background

2. In 2015 the Authority purchased an Off the Shelf (OTS) SAP ERP HR Software Solution which has been developed, supported and maintained to date. Development work was undertaken to enhance the system configuration and to better support the business model and to cater for complex terms and conditions for the Authority's employees.

3. The Human Resource Information System (HRIS) is used to pay the salaries and allowances to its local civilian workforce. The workforce is currently circa 1450 employees who are employed by two separate employment entities; British Forces Cyprus (BFC) and Sovereign Base Areas Administration (SBAA). The system is also used to pay 300 pensioners.

4. The system is capable of recording and utilising related HR and employment data and producing employment Management Information Reports. The system has resourcing functionality which allows for the planning, executing, monitoring and controlling of new positions and hirings. It also has the capability to allow Manager and Employee Self-Service. These two features have not been fully exploited by the Authority to date but could be revisited at a future point.

Outline of the Requirement

5. The Authority requires Maintenance, In-Service Support (see further information at paragraph 7 below) and system's development to improve functionality (current functionality is described in Annex A) of the existing HRIS and the main objectives are:

- a. Plan, execute and follow-up the administration of the HR Function;
- b. Provide on time and in the appropriate format all the required management information relating to HR issues (Annex A, Section G);
- c. Decrease the relative time required for administrative tasks;
- d. Increase the quality of service offered in areas that will add significant value to the organisation, specifically but not limited to following modules:
 - i) Payroll / Time Management (TM)
 - ii) Provident Fund/Guarantee Value Provident Fund (GVPF)
 - iii) Organisational Management (OM)

- iv) Personal Administration (PA)
- v) Recruitment
- vi) Learning and Development (L&D)

6. There would be a requirement for the Supplier to conduct a mobilisation phase with the Authority as outlined in Annex B of this SOR.

Support Package

7. A support package will be required for the in-service support of the HRIS System. Key Contract deliverables are as follows and are summarised below:

- a. HRIS System Support Package for the Licensed software;
- b. Accreditation by MOD Cyber Defence and Risk of the application prior to take-on of in-service support;
- c. Mobilisation Plan;
- d. User Training, including written guidance where appropriate and where required by the Authority (for example for development work which affects the current system functionality/configuration or where the Authority wishes to further exploit system capabilities). Pricing for such work is contained in the Schedule of Requirement.
- e. System Documentation. It is the responsibility of the Supplier to retain up to date versions of System Documentation, notifying the Authority of any updates and making these available when required by the Authority. The Supplier shall secure that the System Documentation captures all historic modifications/customisations made to the HR 'off the shelf software' as well as any future modifications/customisations. These are to be submitted for the Authority's records on an annual basis and will become the property of the Authority. The System Documentation shall entail all required information for a third party supplier to be able to read and manage the system at contract change.

The System Documentation shall comprise of the following:

- i. **Requirements Document** - defines what is required from the product, it's purpose and deliverables.
- ii. **System Design/Architecture Document** - provides a comprehensive overview of the system.
- iii. **Source Code/Customisations/Configuration Document** - includes programming statements and comments as well as software configuration
- iv. **Quality Assurance Document** - includes detailed test cases scenarios, with testing steps, expected results, actual results and comments.
- v. **User Manual Documentation** - for both end-users and the system administrators of the product.
- f. Online Incident Management Reporting Portal for recording, tracking and reviewing incidents (see further information at paragraph 39 below).

System Requirement Document (SRD)

8. The SRD which can be found at Annex A provides a detailed listing of all system's outputs that the Authority requires the Supplier to maintain and support. In addition, the Supplier will be required to ensure that relevant Republic of Cyprus (RoC) regulations and changes to such regulations, are planned and implemented as a standard part of the contract. Firm Price shall include the RoC Statutory Changes and changes to such regulations (see further information at paragraph 31 below) as provided in Annex A of this SOR. The Supplier will also be required to develop the system as agreed and instructed by the Authority under a call-off agreement (see further information at paragraphs 46, 47 and 48 below).

Maintenance Requirement

9. The Supplier shall have a maintenance schedule in place accounting for all phases of maintenance as per below:

- a. **Corrective Maintenance**, including but not limited to, removing errors in a program as identified by the Authority or the Supplier, which might have crept in the system due to faulty design or wrong assumptions. The Supplier's plan should entail all necessary actions where processing or performance failures are repaired.
- b. **Adaptive maintenance** to ensure that program functions are changed, as and when required, to enable the information system to satisfy the information needs of the user which may include but are not limited to:
 - a) Change in the organisational procedures.
 - b) Change in organisational objectives, goals, policies, etc.
 - c) Change in forms.
 - d) Change in information needs of managers.
 - e) Change in system controls and security needs, etc.
- c. **Perfective maintenance**, including but not limited to, adding new programs or modifying the existing programs to enhance the performance of the information system. The Supplier is expected to respond to user's additional needs which may be due to the changes within or outside of the organisation. Outside changes are primarily environmental changes, which may in the absence of system maintenance, render the information system ineffective and inefficient. These environmental changes include but are not limited to:
 - i) Changes in governmental policies, laws, etc included but not limited to in the Legislation and Policy section (see further information at paragraph 31 below).
 - ii) New technology.

Hardware/System Requirements

10. The Supplier shall be required to ensure arrangements are in place for the existing software solution to reside on a Windows Server 2012 R2 (see details at paragraph 13 below) which will be provided by the Authority. The software solution is to be accessed via SAP GUI Logon available as desktop icon on the Users' terminal.

11. The application shall be capable of running on a Windows platform. It has been accredited by the Defence Assurance and Information Security (DAIS) team since September 2020. The accreditation is reviewed annually and will expire in January 2023 after which accreditation will continue to be required.

12. The application shall be required to operate upon the Authority's current and future Hosting Environment and as such, may be required to undergo test and integration by the Authority's, Defence Digital or their designated technical Supplier's.

13. The system will operate on the Authority's MOD provided hosting environment. The current Server/OS specification is:
- a. Fujitsu Primergy RX2850, 2 intel Zeon Processors, [E5_2620v3@2.40GHZ](#), 32gb of RAM, 4 x 500gb HDD's giving 2 TB in a raid 5 configuration. 1.36TB usable
 - b. MICROSOFT WINDOWS SERVER ENTERPRISE 2012 R2 w/SP1X64 ENG, 1-8CPU,25 USERS, OEM DVD.
14. The agent installed on the current server includes:
- a. Symantec Endpoint Security
15. The server will be assigned with static IP addresses.
16. The Authority reserves the right to amend the hosting environment and with agreed notice to the Supplier, the Supplier shall adapt the system to cater for this requirement including a Cloud-based hosting environment.

Mobilisation Plan Requirement

17. The system shall be subject to a successful completion of a mobilisation phase as defined in the Mobilisation Plan at Annex B of this SOR. Should this phase not provide sufficient evidence that the Supplier has met the required standard as provided in Annex B of this SOR, the Authority will need to consider withdrawal of the contract award.
18. (NOT USED).

Accreditation and Software Licences Requirement

19. The Authority has a mandated Technical Assurance process for HRIS to be compliant with MOD standards. High level guidance on this process can be found at Annex C Leaflet 11 Information – Cyber System Security (The whole of JSP 440 should be adhered to but Leaflets 8 (here below referred to in paragraph 32) and 11 are the most pertinent for Information Assurance) of this SOR. The Supplier must ensure that they comply with the Contract's annual Cyber Risk Profile and shall complete the Supplier Assurance Questionnaire (SAQ) on an annual basis.
20. The System Owner and Supplier shall work with the Authority's Accreditation representative as appropriate in the Mobilisation phase and acceptance to maintain system accreditation.
21. The system shall maintain system and licence accreditation, which shall be:
- a. protected to the Authority's MOD standards as per Annex C;
 - b. accessible on the Authority's UADs; and

- c. maintained/updated/patched in accordance with the Authority's security policy. This is detailed in Security Operating Procedures (SyOps) and Risk Management Accreditation Document Set (RMADS).

22. To facilitate remote processing of updates and fixes to the application (see further information at paragraph 35, section d below), the Supplier shall undergo accreditation of its company with the Authority, if not already held, to become an MOD trusted and accredited IT supplier. This will ensure that the necessary security protocols are in place between the two parties

23. For accreditation, the Contractor shall meet its obligations under the DEFCONs (Defence Conditions) specified below at the start of the contract. Regular compliance checks are made to ensure that both the Contractor and the MOD are meeting their obligations throughout the duration of the contract.

- DEFCON 5J (18/11/16) – Unique Identifiers
- DEFCON 076 (SC2) (06/21) – Contractor's Personnel at Government Establishments
- DEFCON 532B (09/21) – Protection of Personal Data
- DEFCON 658 (SC2) (09/21) – Cyber
 - The Cyber Risk Profile for the Contract should be annotated here in accordance with the guidance (DEFCON 658) - Low
- DEFCON 694 (SC2) (07/21) – Accounting for Property of the Authority
- DEFCON 660 (12/15) – Official-Sensitive Security Requirements
- DEFCON 703 (06/21) – Intellectual Property Rights–Vesting in the Authority

24. The Supplier will obtain accreditation within 12 months of the start of the contract and should submit accreditation assessment criteria to the Authority no later than 6 months after the start of the contract to ensure the 12-month timeline is met.

25. Progress toward accreditation will be monitored by the Authority using the DEFCON obligations matrix at Annex L (draft) during the first 6 months of the contract through the monthly Contract Review Meetings. The Supplier shall be required to provide evidence to the Authority at 6-month point to support the DEFCONs.

26. Failure to obtain accreditation by 12 months after the start of the contract will lead to the Supplier incurring the additional cost of hosting the Development Server beyond the 12-month timeframe.

27. Once accreditation is achieved transfer of hosting over to the Authority will be required which will include:

- Install and configure the SAP Development System on the Authority's Development Server by the Supplier's SAP experts
- Import and pending development changes from the Supplier's to the Authority's Development Server

Other Security Requirements

28. The Supplier and their personnel shall be subject to the Authority's security vetting process. Security clearance must be up to date and valid at all times for any personnel working on the HRIS System for the Authority. Any cost incurred for security vetting will be the Supplier's responsibility. Annex H provides a list of documentation and details of costs incurred required by the Supplier's personnel to undergo security clearance.

29. The Suppliers' personnel who are in regular contact or in a relationship with someone from Countries to which Tier 1 and 2 Restricted countries apply

must be reported to the Authority and may not be cleared to work on the Authority's data and systems in line with the Authority's security protocols. Tier 1 and 2 Restricted countries are currently shown below as at February 2022 but are subject to review and change:

Tier 1: Belarus, China including Tibet, Hong Kong, and Macau, Iran, North Korea, Russia, Ukraine and Syria.

Tier 2: Armenia, Azerbaijan, Cuba, Georgia, Iraq, Israel including Palestinian Territories, Kazakhstan, Kyrgyzstan, Lebanon, Moldova including Trans-Dniester, Pakistan, Serbia, Taiwan, Tajikistan, Turkmenistan, and Uzbekistan.

30. In addition to paragraph 35 below, the Supplier shall demonstrate that physical controls of its environment, hardware, software and Intellectual Property Rights are in place, regularly tested and audited.

Legislation and Policy Requirement

31. The HRIS System shall take account of the required legislation and policies and shall incorporate them into the system functionality where directed in the SRD at Annex A of this SOR, including but not limited to.

- a. [SBA legislation \(incl. Data Protection Ordinance 2020, Police and Prison Officers Regulations 2007, General Health System Contributions Ordinance 2019, Income Tax Ordinance 2003 and other\)](#)
- b. [RoC Social Insurance](#) and [Income Tax legislation](#)

Assurance Requirement

32. The Authority has strict Security and Accreditation software and hardware protocols that shall be observed by the Supplier prior to and throughout the life of the Contract. These are detailed within the Authority's publications listed below. The following reference material is provided to apprise the future supplier of the Security/Accreditation process that the software system will be required to be assessed against prior to contract start (See Annex D).

- a. Annex D: JSP 440 Leaflet 8 (The whole of JSP 440 should be adhered to but Leaflets 8 and 11 are the most pertinent for Information Assurance). These are reproduced at Annex C and D of this SOR.
- b. [Link to JSP 604 Assurance Process](#)

Quality Management Standards (QMS)

33. The Supplier shall operate a QMS system to demonstrate quality controls are in place to assure software changes are dealt with correctly and to avoid risks of errors transferring to the Production environment. The Supplier shall comply with the Authority's Quality Management Standards as detailed in Annex K of this SOR.

In Service Support Duration

34. The Supplier shall be required to provide in-service Support element of the requirement as outlined in the SRD at Annex A of this SOR.

35. The Supplier shall take responsibility for providing:

- a. Operational services support to end users to achieve good performance of the application;
- b. Additional end user support;
- c. Implementation of changes/adaptations following specific user requests;
- d. Software upgrades using latest software versions, releases and patches. The Supplier will need to ensure that updates/patches are conducted on-site in Episkopi Garrison Cyprus as a temporary arrangement and for as long as it is required. In the interim, the Administration will ensure that all steps are taken for the Supplier to be Accredited (see further information at paragraph 22 above) and to be granted remote access to the network so updates/patches are conducted remotely instead; The Supplier shall inform the Authority of all new SAP Upgrades/Releases and explain their additional functionality. The Authority shall examine and decide if they want to accept and proceed with the Upgrade/Release or not; and
- e. Server Hosting services for the first Year (Yr.1), as a temporary arrangement, until the Supplier can be fully Accredited and be granted access to the network remotely as mentioned at paragraph 22 above.

Incident Management and Priority of Message

36. Requests for information from both the Authority and the Supplier shall be actioned immediately and responded to within three (3) working days.

37. Timelines for information and action completion shall be agreed between the Authority and the Supplier from the outset. It is expected that all actions and requests for information will be completed within five (5) working days unless a specific agreement has been reached as to why a longer period of time is necessary.

38. The following table defines the priority of a support message and its respective response time and expected fix time:

Priority of Message	Message Description	Response Time	Fix Time (In line with Annex E: CR/Incident Management Process)
1- Very High	<p>A message is properly ascribed priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. The message requires immediate processing because the malfunction can cause serious losses. This is generally caused by the following circumstances:</p> <ul style="list-style-type: none"> • Complete system outage • Malfunctions of central SAP and other supported software functions in the Production System 	1 hour	1 to 3 hours
2 – High	<p>A message is properly ascribed priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP systems and other supported Software that is required to perform such transactions and/or tasks. The message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.</p>	2 hours	4 to 8 hours
3 – Medium	<p>A message is properly ascribed priority 3 if normal business transactions are affected. The problem is caused by incorrect or inoperable functions in the SAP system and other supported Software.</p>	4 hours	1 to 5 days
4 – Low	<p>A message is properly ascribed priority 4 if the problem has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the SAP systems that are not required daily or are rarely used. It includes 'How to' questions and</p>	8 hours	6 to 10 days

	support on reports – whether standard or custom.		
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Online Incident Management Reporting Portal (IMRP)

39. An online Incident Management Reporting Portal (IMRP) shall be provided by the Supplier for the reporting and tracking of incidents, communication, and closure of any incidents, in accordance with the Change Request (CR)/Incident Management Process and the Performance Indicators (PIs) enclosed in Annex F of this SOR. The current IMPR processes in place between the Authority and the Supplier shall continue to be maintained in the new contract unless otherwise agreed by both parties.

Change Request (CR) / Incident – Management Process

40. The CR/Incident management process for Change Requests and Incidents is here enclosed in Annex E. The process shall be reviewed on a regular basis and updated as necessary, and with mutual agreement by both the Supplier and the Authority.

41. It is the responsibility of the Supplier to ensure that sufficient testing scenarios are conducted by the Supplier’s Project Team on the Development Server to ensure that Change Requests and Fixes/Hot Fixes operate sufficiently and do not adversely affect any other parts of the system before these are moved onto the Production Server. All types of servers are defined in the glossary.

42. It is the responsibility of the Supplier to ensure that they keep a clear version control record stating what has been moved between the Development Server, Quality Assurance Server, and Production Server, and when it was moved.

43. This record shall be sent to the Authority by the Supplier on a quarterly basis on the first working day of January, April, July, and October or as requested by the Authority.

44. An incident/issue/change is only to be deemed as closed when confirmation has been issued by the Authority, sent from a Key User of the Authority. Key Users are listed below:

- a. BFC-HQ-CmdSec-CivHR-CS IMOffr
- b. BFC-HQ-CmdSec-CivHR-CS PayHROffr
- c. BFC-HQ-CmdSec-CivHR-CS Mgr

45. The Authority shall reply with the final approval for closure within five (5) working days after delivery of the change/fix. Should this not be possible then the Authority shall ensure that the reason(s) is communicated to the Supplier and a new timeline is agreed.

Call-Off Agreement/Call-Off Hours and Future Development Work

46. Call off hours will form part of the Schedule of Requirements to be used to draw down against work required which has not been captured in the System Requirement Document or it is of an ad hoc nature (see further information at paragraphs 49 and 50 below). The hours are to be mutually agreed and approved by the Authority. Mutually agreed and approved hours (the Authority will challenge any hours submitted which they deem excessive) will be deducted from the Call-Off remaining total. No Call-Off Hours will be purchased at the Contract start but will be purchased as per Business Requirement and shall be subject to justification.

47. On purchase of Call-Off Hours, the Supplier shall submit a monthly Call-Off breakdown to the Authority accounting for each hour of Call-Off used with information including the contact point at the Authority, describing the work that was undertaken, the result achieved, and system issues resolved (see Annex I). The report must be submitted by the Supplier on the first calendar Monday of each month for the previous month for the Authority's review, comments and final approval in the format presented in Annex I and/or similar.

48. It is the responsibility of the Supplier to fix any aspects of the system which are found not to be working accurately and effectively, as per the agreed deliverables and scope as part of the normal contract firm price and not through the Call-Off hours.

Call Off Items Pricing

49. The parties to the Contract recognise that a need for additional tasking of an ad-hoc (as when and needed) nature not specifically provided may arise.

50. Call Off Items are not to be considered a standard requirement but will be required by the Authority, as necessary or needed. Accordingly, where possible, work performed under this Contract which is not otherwise specifically listed in Series 1 of the Schedule of Requirement, shall, subject to the Authority's approval, use the prices as listed within "Call Off Items" in Series 2 to 10 of the Schedule of Requirement. The Authority shall inform the Supplier, as and when required, which of the Call Off Items are to be 'payable' under the Call-Off Agreement/Call- Off Hours Agreement (see further information at paragraphs 46, 47 and 48 above).

Supplier Personnel Resources

51. The Supplier shall allocate Suitably Qualified and Experienced (SQEP) personnel for the maintenance, in-service support, and development of the HRIS system. This includes a requirement for personnel to possess a high level of verbal and written English language skills. The Supplier shall identify those personnel who are to work on the contract and their main responsibilities prior to award date. During the mobilisation phase, details of these personnel, their SQEP criteria (evidenced through a CV), area of responsibility and security check status shall be provided to the Authority. The Supplier shall maintain succession plans should key supplier staff employed on the contact change during the life of the contract. On change of personnel, details of alternative personnel to be employed on the contract should be notified to the Authority prior to the change being effected. The Supplier shall provide evidence to the Authority as part of the bidding phase that personnel succession plans, and development plans are in place.

Supplier Expertise

52. The Supplier shall be an accredited member of SAP and provide evidence of this to the Authority.

Risk Management

53. To avoid misunderstanding of the Authority's requirements for HRIS the Authority intends to work closely with the Supplier in an open and transparent working arrangement. This working arrangement is particularly relevant to the management of risk that could adversely affect the successful acceptance or ongoing provision of the system. The Supplier shall ensure any risks or issues identified are raised with the Authority within a calendar week of identification. Early identification of risks and issues affecting the Contract will ensure prompt action to mitigate risks actions and issues. The Supplier shall provide evidence on internal risk management processes that it operates to identify risks and issues, assess these, mitigate/address these and track, review and monitor these. Risk Management shall be a standard agenda item of the Contract Review Board Meetings (see further information at paragraph 55, section c below) and as detailed in Annex J of this SOR.

Key Performance Indicators (KPIs)

54. The Supplier shall meet the Key Performance Indicator standards as detailed in, Annex F of this SOR. The Supplier shall provide on a quarterly basis as a standard requirement, and in a timely manner prior the Contract Review Meetings, a report against the Key Performance Indicators with evidence and mitigations to support performance. KPIs will be reviewed at the quarterly Contract Review Meetings with the Authority's decision being final as to whether the Key Performance Indicators have been met.

Meetings

55. The Supplier is to facilitate the following progress meetings at the locations shown against each meeting in accordance with DEFCON 642.

- a. **Mobilisation Meetings** – as from September 2022 and as required by the Authority (Authority's Premises or virtually)
- b. **Start Up Meeting** - meeting within 2 weeks of Contract start (Authority's Premises or virtually)
- c. **Contract Review Meetings** – These are responsible for driving forward the HRIS system and the underpinning contract to ensure that agreed HR and payroll outcomes are delivered in a cost effective and timely manner. Annex J of this SOR provides the Terms of Reference for the Contract Review Meetings, roles and responsibilities.

- i) Meetings will be held at the Authority's premises or Virtually on a monthly basis in the first six (6) months of the Contract on the first calendar Tuesday of each month
 - ii) Thereafter meetings will be held quarterly on the first calendar Tuesday of January, April, July and October.
 - iii) The Authority reserves the right to amend these depending on the outcome of the Supplier's performance.
 - iv) Meetings will be held at the Authority's premises or virtually.
 - v) Quarterly Contract Review Meetings will conduct contract monitoring and performance reviews as per Annex J of this SOR.
 - vi) The Supplier shall be responsible for the issuing of the agreed agenda one (1) week prior to the meeting, liaising with the Authority for agenda items to be included, and the Supplier shall be responsible for producing minutes of the meeting for distribution no later than one (1) week after the date of the meeting and final minutes shall be agreed by all parties no later than ten (10) days after the date of the meeting and distributed no later than two (2) weeks by the Contractor.
- d. **HRIS Technical Meetings** – These are responsible for agreeing and resolving any on-going and new technical issues, including ways forward, prioritisation and agree timescales for resolution, as these arise on an as and when required basis
- i) Meeting will be held at the Authority's premises or virtually as and when required and agreed between the Authority and the Supplier.
 - ii) Meetings will be called by either the Authority Key Users and/or the Supplier's Technical Consultants as and when required.
 - iii) All on-going issues will be recorded and monitored via a Record Log tool. The Record Log shall be maintained and updated by the Supplier and agreed with the Authority.
 - iv) The Supplier shall be responsible for the issuing of the agreed agenda one (1) week prior to the meeting, liaising with the Authority for agenda items to be included, and the Supplier shall be responsible for producing minutes of the meeting for distribution no later than one (1) week after the date of the meeting and final minutes shall be agreed by all parties no later than ten (10) days after the date of the meeting and distributed no later than two (2) weeks by the Contractor.

Business Continuity and Exit Planning

56. The Supplier shall work with the Authority to put in place a mutually agreeable business continuity plan and Exit plan during the mobilisation phase prior to the start of the contract. Both of these documents are to reviewed at least once annually for the duration of the Contract.

Government Furnished Assets (GFA) Schedule

57. The Supplier shall work with the Authority to meet requirements as detailed in Annex M of this SOR to meet the obligations of Government Furnished Assets part of this Contract.

Intellectual Property Rights (IPR) Conditions

58. Paragraph 7e of this document sets out the System Documentation Requirements that the Supplier will undertake. In addition DEFCON 703 and the Special Terms and Conditions which apply to this contract set out the IPR conditions.

Definitions

59. This section sets out main definitions applicable to this Statement of Requirement (SOR) to facilitate contextual understanding.

British Forces Cyprus	British Forces Cyprus is an employment entity.
Development Server	Development Server is where the SAP Experts (Consultants / Developers) do the customisation / development of a system. To be maintained by the Supplier for as long as it is required by the Authority. The Development Server is to be hosted at the Supplier’s premises until access is granted to the Supplier to access the Authorities’ servers remotely.
Guaranteed Value Provident Fund	A benefit which, in accordance with a scheme/agreement an employer is required to pay from a Provident Fund, which is greater than the amount a person has accumulated in the Provident Fund
Mobilisation Plan	The Mobilisation Plan provides details of the process to be applied to assure that the Service will successfully perform its intended function by the completion of the Mobilisation stage.
Production Server	Production Server is where the live data of the system are recorded. Owned and maintained by MOD and hosted at MOD’s premises
Quality Assurance Server	Quality Assurance Server is where dedicated team members test the customisation / development of the system. Owned and maintained by MOD and hosted at MOD’s premises
Sovereign Base Areas Administration	Sovereign Base Areas Administration is an Employment Entity.
System Requirement Document	System Requirement Document defines what the software will do and how it will be required to perform. It also defines the functionality the software needs to satisfy the Business.

Abbreviations

Abbreviation	Title
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BFC	British Forces Cyprus
BHC	British High Commission
BLB	Base Level Budget
CER	Civilian Employment Regulation
CR	Change Request
CIN	Cyprus Instruction Notices
CIC	Cyprus Identification Card
CIV	Civilian
CLF	Central Leave Fund
COMRCL	Commercial
CPU	Central Processing Unit
CR	Change Request
CRB	Criminal Records Bureau
CRM	Contract Review Meeting
CSI	Cyprus Social Insurance No
DAIS	Defence Assurance and Information System
DE	Development Server
DEFCON	Defence Condition
DER	Development Request
DFR	Defence Fire & Rescue
DIO	Defence Infrastructure Organisation
DVD	Digital Versatile Disk
ERP	Enterprise Resource Planning
FIN	Finance
FRN	Tax registration of Foreign Country
Gb	Giga Bite
GDPR	General Data Protection Regulation
GFA	Government Furnished Assets
GHZ	GigaHertz
GO	General Orders
GUI	Graphical User Interface
GVPF	Guaranteed Value Provident Fund
H	High

HR	Human Resources
HRIS	Human Resource Information System
HQ	Headquarters
IMRP	Incident Management Reporting Portal
IP	Internet Protocol
IRD	Inland Revenue Department
ISO	International Organisation for Standardisation
IT	Information Technology
ITT	Issue To Tender
JSP	Joint Service Publication
KPI	Key Performance Indicator
L	Low
LEC	Locally Employed Civilian
L & D	Learning and Development
LSA	Learning Support Assistant
M	Medium
MTG	Meeting
MOD	Ministry of Defence
PA	Personal Administration
PI	Performance Indicators
PS	Production Server
OEM	Original Equipment Manufacturer
OM	Organisational Management
OS	Operating System
OTS	Off the Shelf
PIs	Performance Indicators
QA	Quality Assurance Server
QMS	Quality Management Standards
RAM	Random Access Memory
REP	Representative
RFC	Request For Change
RMADS	Risk Management Accreditation Document Set
ROC	Republic of Cyprus

SAP	System Application and Product in Processing
SAQ	Supplier Assurance Questionnaire
SBA	Sovereign Base Areas
SBAA	Sovereign Base Areas Administration
SBAC	Sovereign Base Areas Customs and Immigration
SBAP	Sovereign Base Areas Police
SEC	Secretary
SNR	Senior
SI	Social Insurance
SOR	Statement of Work
SQEP	Suitably Qualified and Experienced Personnel
SRD	System Requirement Document
SyOps	Security Operating Procedures
TACOS	Terms and Conditions of Service
TIC	Tax Identification Card
TLB	Top Level Budget
TM	Time Management
TU	Trade Union
TUPE	Transfer of Undertakings
UAD	User Access Device
UAT	User Acceptance Testing
UIN	Unit Identification Number
UKBC	United Kingdom Based Civil Servant
UKD	United Kingdom Dependant
UKN	United Kingdom National
USB	Universal Serial Bus
VH	Very High
WRIS	Wages Related Insurance Scheme

HRIS - SYSTEM REQUIREMENTS DOCUMENT (SRD)

(Information as Dec 2021)

A. POSITION MANAGEMENT				
A.01	ENTERPRISE STRUCTURE			
A.01.01	Company			
	The system shall allow maintenance and retention (date from/to) of a number of employers within the organisation which shall be treated as separate companies.		Companies: 1000 BRITISH FORCES CYPRUS 2000 SOVEREIGN BASES AREA ADMINISTRATION	The employers are considered as active companies with a number of individuals or pensioners assigned to them for whom payroll is calculated.
	Apart from employers, there are other entities which are treated as companies too.		Other Companies: 8000 BFC PROVIDENT FUND 9000 MINISTRY OF DEFENCE 9100 BRITISH FORCES BROADCAST STATION 9200 BRITISH HIGH COMMISSION	Company 8000 is used for posting Provident Fund Contributions for entitled members (who are assigned on companies 1000, 2000 and 9200) Company 9000 is used for reporting purposes (UKBC individuals only - not in payroll) Company 9100 is used for external Medical Fund members (obsolete as from 01/10/2020) and Company 9200 is used for external Provident Fund members (their contributions are posted manually by uploading a file)
A.01.02	Personnel Area			
	The system shall allow maintenance and retention (date from/to) of sub-units (personnel areas) for each company.		Personnel Areas: 1000 BRITISH FORCES CYPRUS 1100 BRITISH FORCES FIRE-FIGHTERS 2000 SOVEREIGN BASES AREA ADMINISTRATION 2100 SOVEREIGN BASES AREA POLICE	Personnel Areas 1000 - 1100 are assigned under Company 1000 and Personnel Areas 2000 - 2100 are assigned under Company 2000. Different terms and conditions are applied for each personnel area which among other affect the payroll calculation.
	Respective personnel areas exist for each company 9000 - 9200		Other Personnel Areas: 9000 MINISTRY OF DEFENCE 9100 BRITISH FORCES BROADCAST. STATION 9200 BRITISH HIGH COMMISSION	
A.01.03	Personnel Subarea			

	The system shall allow maintenance and retention (date from/to) of sub-units (personnel subarea) for each personnel area.		Personnel Subareas: E001 DHEKELIA E002 AYIOS NICOLAOS R001 FAMAGUSTA R002 TROODOS R003 LIMASSOL R004 NICOSIA W001 EPISKOPI W002 AKROTIRI	E stands for EAST band W stands for WEST band R stands for REPUBLIC OF CYPRUS Personnel subareas R001 and R003 are not longer used.
	Respective personnel subarea exists for each personnel area 9000 - 9200.		Other Personnel Subareas: 9000 MINISTRY OF DEFENCE 9100 BRITISH FORCES BROADCAST. STATION 9200 BRITISH HIGH COMMISSION	

A.01.04	Employee Group			
	<p>The system shall allow maintenance and retention (date from/to) of several employee groups which shall be used to indicate the status of an employee within the Organisation; The status shall be either Local Employed Civilian (LEC), UK Dependent Civilian (UKD) or UK National Civilian (UKN).</p> <p>In addition, the employee group shall indicate whether an individual is classified as Industrial or Non-Industrial. The classification depends on job.</p>		Employee Groups: A LEC - INDUSTRIAL B LEC - IND / HOURLY C LEC - NON INDUSTRIAL D LEC - NON INDUSTRIAL / HOURLY E UKD - INDUSTRIAL F UKD - IND / HOURLY G UKD - NON INDUSTRIAL H UKD - NON INDUSTRIAL / HOURLY I UKN - INDUSTRIAL J UKN - IND / HOURLY K UKN - NON INDUSTRIAL L UKN - NON INDUSTRIAL / HOURLY	<p>The Industrial or Non-Industrial classification of an individual depends on the classification of the Position (Job) on which an individual is assigned to. Currently, this is monitored manually by the staff.</p> <p>The Industrial or Non-Industrial classification controls the posting of payroll amounts to accounting codes (finance posting). It also controls the rate of Trade Union deduction in payroll calculation.</p>
	Respective employee groups exists for Ministry of Defence (UKBCs), British High Commision/BFBS, Pensioners, Retirees		Other Employee Groups: M MOD N BHC/BFBS P PENSIONER R RETIREE	
A.01.05	Employee Subgroup			

	<p>The system shall allow maintenance and retention (date from/to) of several Employee Subgroup which shall be subdivision of employee group and distinguishes individuals on how they get paid.</p>		<p>Employee Subgroups: 01 FULL TIME 02 FULL TIME - SHIFT 03 FULL TIME - LET 04 FULL TIME - DCS ANN 05 FULL TIME - TERM TIME 10 PART TIME 11 PART TIME - SHIFT 12 PART TIME - LET 13 PART TIME - DCS ANN 14 PART TIME - TERM TIME 20 SESSIONAL 30 VARIABLE 31 VARIABLE - DCS ANN 32 VARIABLE - LET 40 STAND BY 41 STAND BY - DCS ANN 42 STAND BY - LET</p>	<p>LET stands for Local Employed Teachers</p> <p>DCS ANN stands for Defence Children Services - Annualized pay based on School Calendar (e.g. used for Learning Support Assistants jobs)</p> <p>VARIABLE employee subgroups are not currently used</p>
	<p>Separate Employee Subgroups exist when an individual is retiring and he/she is entitled for Pension</p>		<p>Employee Subgroups (Pensioners): 80 NORMAL PENSION/RETIREE 81 EARLY PENSION/RETIREE 82 HEALTH PENSION/RETIREE 83 DEATH 84 NOT AVAILABLE</p>	
	<p>Respective Employee Subgroups exist for British High Commission/BFBS and Ministry of Defence staff (UKBCs)</p>		<p>Other Employee Subgroups: 98 BHC/BFBS 99 MOD</p>	

A.02	ORGANIZATIONAL MANAGEMENT			
A.02.01	Organisational Units (Object 'O')			
A.02.01.01	Business Units			
	The system shall allow maintenance and retention (date from/to) of business units and assign them to a specific Pay Administrator who will be responsible for them and audit of who applies the changes. The list of Business Units can be changed at any time.	HRP1000 - Object - Object Abbreviation - Name HRP1001 - Relationships - A002 Reports Line to Organisational Unit, - BZ03 Is responsible Unit for position		The default value of relationship A002 shall be British Bases (50000001).
A.02.01.02	Line Managers			
	The system shall allow maintenance and retention (date from/to) of line managers (org. units), assign them to positions and audit of who applies the changes. A line manager can act as Counter Signing Officer too. The list of Line Managers (or Counter Signing Officers) can be changed at any time.	HRP1000 - Object - Object Abbreviation - Name		
		HRP1001 - Relationships - A002 Reports Line to Organisational Unit - B003 Incorporates Position - B012 Is managed by LM Position		The default value of relationship A002 shall be British Bases (50000001).
A.02.02	Jobs (Object 'C')			
	The system shall allow maintenance and retention (date from/to) of jobs with a set of characteristics i.e. pay scale, working hours etc historically and audit of who applies the changes. This can be assigned to several positions. The list of Jobs can be changed at any time.	HRP1000 - Object - Object Abbreviation - Name HRP1001 - Relationships - A007 Position - AZ07 Receive Terminal Benefit - AZ09 13th Salary - AZ10 Receive COLA - AZ11 Needs Breathing Test - AZ12 Needs Firearm Medical Test - AZ13 Needs Firefigther Medical Test - AZ14 Needs Group2 DVLA Test - AZ15 Needs Marine Medical Test		Reference Infotype HRP1013 Employee Group , The relationship A007 can be for more than one position. The relationships AZ07, AZ09 & AZ10 are optional and can applied only to specific jobs. The relationships AZ11 – AZ20 are optional and can be applied only to specific jobs if a medical exam is needed for a job.

		<ul style="list-style-type: none"> - AZ16 Needs to work at heights - AZ20 Needs Hearing & Sight 		
		HRP1005 - Planned Compensation (Pay Scale) <ul style="list-style-type: none"> - Country Group - Pay Scale Type - Pay Scale Area - Grouping - Pay Scale Group - Pay Scale Level 	Pay Scale Types: <ul style="list-style-type: none"> - 10 British Forces - 90 Pensioners Pay Scale Areas: <ul style="list-style-type: none"> - 10 RoC - 20 LEN - 30 LSA (DCS Ann) - 40 Teachers - 50 LED - 60 Newly Employed - 90 Pensioners - 99 Dummy 	<p>The default value of Country Group is 99 Other Countries.</p> <p>The default value of Grouping is 3 Monthly Salaried.</p>
		HRP1011 - Work Schedule <ul style="list-style-type: none"> - Hours per Week 		
		HRP1013 - Employee Group/Subgroup <ul style="list-style-type: none"> - Employee Group 		<p>The only required information is the classification of INDUSTRIAL and NON-INDUSTRIAL which is used to allocate correctly the pay costing to Cost Centre.</p>
		HRP1653 - Retirement Age <ul style="list-style-type: none"> - Retirement Age 		
A.02.03.01	Positions (Object 'P')			
	<p>The system shall allow maintenance and retention (date from/to) of positions with a set of characteristics i.e. (apart from those which are inherited by job) and audit of who applies the changes. A position can be assigned to one or more employees (position shared). If an employee is attached to a position, this is considered as occupied, otherwise the position is considered as vacant.</p> <p>The list of positions can be changed at any time.</p>	HRP1000 - Object <ul style="list-style-type: none"> - Object Abbreviation - Name 		

		<p>HRP1001 - Relationships</p> <ul style="list-style-type: none"> - A003 Belongs to Organisational Unit (Line Manager) - A008 Holder - A012 Manages Org. Unit - AZ03 Has Responsible Unit (Business Unit) - AZ05 Is Counter Signing Officer - AZ17 Need medical certificate - AZ18 CRB - AZ19 Is eligible Leave Compensation (SBY) - AZ22 Pension Calculation for - AZ23 Is eligible for Legacy Payment (DCS) - AZ24 Is eligible for Leave Compensation (DCS) - BZ05 Has Counter Signing Officer of Position - B007 Is described by Job 		<p>The relationship A012 is optional and applies only to individuals who act as Line Managers.</p> <p>The relationships AZ05 & BZ05 are optional and apply only to individuals who act as Counter Signing Officers.</p> <p>The relationship AZ17 is optional and apply only to positions that need medical certificate (Not Currently Monitored)</p> <p>The relationship AZ18 is optional and apply only to positions that need CRB (Not Currently Monitored)</p> <p>The relationship AZ19 is optional and apply only to Stand By Positions.</p> <p>The relationship AZ22 is optional and apply only to individuals who are entitled pension after their retirement. The available options are:</p> <ul style="list-style-type: none"> - 70 Constables and Sergeants - 71 Inspectors and above - 72 Station Managers (DFR) - 73 Firefighters - 74 Administration <p>The relationship AZ23 is optional and apply only to old T&Cs LSAs (DCS Ann)</p> <p>The relationship AZ24 is optional and apply only to LSAs (DCS Ann)</p>
		<p>HRP1005 - Planned Compensation (Pay Scale)</p> <ul style="list-style-type: none"> - Country Group - Pay Scale Type - Pay Scale Area - Grouping - Pay Scale Group - Pay Scale Level 	<p>Pay Scale Types:</p> <ul style="list-style-type: none"> - 10 British Forces - 90 Pensioners <p>Pay Scale Areas:</p> <ul style="list-style-type: none"> - 10 RoC - 20 LEN - 30 LSA (DCS Ann) - 40 Teachers - 50 LED - 60 Newly Employed - 90 Pensioners - 99 Dummy 	<p>The default value of Country Group is 99 Other Countries.</p> <p>The default value of Grouping is 3 Monthly Salaried.</p>
		<p>HRP1008 - Acct. Assignment Features</p> <ul style="list-style-type: none"> - Personnel Area - Personnel Subarea 		
		<p>HRP1011 - Work Schedule</p> <ul style="list-style-type: none"> - Hours per Week 		<p>In case a position is classified as STANDBY - zero hours (Employee Subgroups 40, 41, 42), the default value of Hours per Week is 1.</p>

		HRP1013 - Employee Group/Subgroup - Employee Group - Employee Subgroup		
		HRP1014 - Obsolete - Obsolete		In case a position is not longer needed, this is designated as Obsolete.
		HRP1018 - Cost Distribution - Controlling Area - Cost Center, - Percentage - 100%		The default value of Controlling Area is 1000.
		HRP1261 - IC Web Client Profile - IC WebClient Profile	IC WebClient Profiles: - ZFIXED Fixed Contract - ZPERMA Permanent Contract	
		HRP9302 - Job Index - Job Index	Job Indexes: - 0 Permanent - 1 Temporary	
		HRP9303 - Line Manager Data - Email - Telephone No		The Line Manager Data is optional and applies only to individuals who act as Line Managers.
A.02.03.02	Line Managers Position			
	The system shall allow maintenance and retention (date from/to) of line managers positions and audit of who applies the changes.	HRP1000 - Object - Object Abbreviation - Name		
		HRP1001 Relationships - A003 Belongs to Org. Unit - LM - A012 Manages Organisational Unit - LM - BZ05 Has counter signing officer of Position		The relationship BZ05 is optional and applies only when Line Manager is acting as Counter Signing Officer too (list of positions that refer to)
		HRP9303 - Line Manager Data - Email - Telephone No		
A.02.04	Cost Centers (Object "K")			
	The system shall allow maintenance and retention (date from/to) of cost centers (UINs) hierarchy starting from Top Level Budget (TLB), Base Level Budget (BLB) and UINs and audit of who applies the changes.	Level 1: (Controlling Area) - Group Code - Group Name		The default value of Controlling Area of Cost Center Hierarchy is 1000 - BFC Standard Hierarchy.

	The list of Cost Centers (UINs) can be changed at any time.			
		Level 2: (TLB) - Group Code (XX/YYY) - Group Name	XX/YYY: XX is the TLB Code and YYY is TLB reference	
		Level 3: (BLB) - Group Code (XXXX-N/YYY) - Group Name	XXXX-N/YYY: XXXX is the BLB Code, N is a serial number starting from 1 and YYY is BLB reference	
		Level 4: (Cost Center) - Cost Center - Status ... Active ... Inactive - Name - Description - Person Responsible - Cost Center Category - Company Code - Currency - Profit Center		The default value of Cost Center Category is W Administration. The default value of Currency is EUR.
		Profit Center: - Profit Center - Status ... Active ... Inactive - Name - Long Text - Person Responsible - Profit Center Group		The default value of Profit Center Group is BFCSH_PC BFC Profit Center Standard Hierarchy.

A.02.05	Payroll Administrators			
	The system shall allow maintenance and retention (date from/to) of Payroll Administrators.	The Payroll Administrators shall be maintained in SAP table T526 - Personnel Group - Payroll Administrator Code - Administrator Name - Title - Telephone No (Extension No)		TCode: ZHR_ADMINS

		<p>The Payroll Administrator of each business unit shall be maintained in a custom table ZBB_UNIT_ADMIN</p> <ul style="list-style-type: none">- Unit Object ID- Payroll Administrator Code- Pers Administrator Code- Time Administrator Code		<p>TCode: ZHR_PY_ADMIN</p>
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B. HR MANAGEMENT				
B.01	PERSONNEL MANAGEMENT			
B.01.01	Actions			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel action records and audit of who applies the changes.	<p>PA0000 - Actions:</p> <ul style="list-style-type: none"> - Action Type ... 01 Hiring ... 02 Organisational Assignment ... 10 Leaving ... Z1 Multiple Assignment ... Z2 End of Probation ... Z3 Extend of Probation ... Z4 Rehiring ... Y8 Change in Pay ... Y1 Leaving (5%) ... U1 Leaving and Rehiring the Same Day ... U2 Leaving and Rehiring the Same Day (5%) ... Z5 Pension ... Z6 Retirement ... Z7 Pen-Start of Pension ... Z8 Pen-End of Pension ... Z9 Pen-End of Pension Depend/Widow ... Y5 Leaving BHC ... Y6 Hiring BHC ... Y3 Pension & Leaving on the Same Day - Reason of Action - Employment Status ... 0 Withdrawn ... 1 Inactive ... 2 Retiree ... 3 Active - Payment Status ... 0 No Special Payment ... 1 Standard Wage Type 	<p>01 - Hiring Action Reasons:</p> <ul style="list-style-type: none"> - 90 New Organisational Needs - 91 Replacement <p>02 - Organisational Assignment Action Reasons:</p> <ul style="list-style-type: none"> - 09 Personnel Subarea change - 90 Change to new Position - 91 Recruitment / Promotion - 92 Temporary Promotion - 93 Recruitment / Downgrade - 94 Downgrading Disciplinary - 95 Post Rotation Business - 96 Post Rotation Welfare - 97 Reorganization of Est. Restructure <p>10 - Leaving Action Reasons:</p> <ul style="list-style-type: none"> - U1 Term of Temp Employment - U2 Loss of UKD Status - U3 Transfer of Employment - Outsourcing - U4 Resigned to avoid disciplinary - U5 Zero Hours - No Work - U6 Variable Hours - No Work - U7 Compulsory Redundancy - U8 Dismissal for Disciplinary Act - Z1 Death - Z2 Resignation - Z3 Retirement Age - Z4 Medical Retirement - Z5 VOL Redundancy - Z6 Inefficiency - Attendance - Z7 Inefficiency - Performance - Z8 Misconduct - Z9 Failure of Probation 	<p>Action Types: (used only for migration)</p> <ul style="list-style-type: none"> - Y2 Hiring - Y4 Organisational Assignment

			<p><u>Y8 Change in Pay Action Reasons:</u></p> <ul style="list-style-type: none"> - 01 Raise - 90 Promotion - 92 Other <p><u>Z1 Rehiring Action Reasons:</u></p> <ul style="list-style-type: none"> - 90 Reinstatement - 91 Reapply for a Job - 92 New job after redundancy <p><u>Z5 Pension Action Reasons:</u></p> <ul style="list-style-type: none"> - 90 Normal Retirement - 91 Early Retirement - 92 Compulsory - 93 Due to Public Interest - 94 Resignation - 95 Misconduct - 96 Injury At Work - 97 Medical Retirement - 98 Death as Employee - 99 Not Available - Z1 Inefficiency - Attendance <p><u>Z8 Pen-End of Pension Action Reason:</u></p> <ul style="list-style-type: none"> - 90 Death as Pensioner <p><u>Z9 Pen-End of Pension Depend/Widow Action Reason:</u></p> <ul style="list-style-type: none"> - 90 Widow's Death - 91 Widow's Remarriage <p><u>Y5 Leaving BHC Action Reasons:</u></p> <ul style="list-style-type: none"> - U7 Compulsory Redundancy - V1 Resignation - Z1 Death 	
B.01.02	Organisational Assignment			

	<p>The system shall allow maintenance and retention (date from/to) of unlimited number of personnel organisational management records and audit of who applies the changes.</p>	<p>PA0001 - Organisational Assignment:</p> <ul style="list-style-type: none"> - Company - Personnel Area - Personnel Subarea - Employee Group - Employee Subgroup - Payroll Area ... X0 Monthly ... P0 Pensioners ... 99 Non-Payroll-Relevan+C80:C81t - Percentage - Position - Job - Organisational Unit (Line Manager) - Organisational Key (Business Unit) - Pers Admin - Time Admin - Payroll Admin 		<p>The position is set to 99999999 in case of any leaving action, pension related actions and BHC action.</p>
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B.01.03	Personal Data			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personal data records and audit of who applies the changes.	<p>PA0002 - Personal Data:</p> <ul style="list-style-type: none"> - FOA Key ... 1 MR ... 2 MRS ... 3 MISS ... 4 MS - Last Name - First Name - Date of Birth - Gender ... 1 Male ... 2 Female - Nationality - Marital Status ... 0 Single ... 1 Married ... 2 Widow ... 3 Divorced ... 4 Partner 		
B.01.04	Addresses			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel addresses records and audit of who applies the changes.	<p>PA0006 - Addresses:</p> <ul style="list-style-type: none"> - Address Type ... 1 Permanent Address ... 4 Emergency Address ... 5 Mailing Address ... 6 Home Address ... 99 Work Address - Care of - Street and House No - 2nd Address Line - 3rd Address Line - Postal Code - City - District - Country - PO Box - PO Box Postal Code - Building - Floor - BFPO (British Forces Postal Code) 		<p>The default Address Type is Permanent Address.</p> <p>The Next of Keen Address is Emergency Address.</p>
B.01.05	Planned Working Time			

	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel planned working time records and audit of who applies the changes.	PA0007 - Planned Working Time: - Work Schedule Rule - Part-time Employee ... False ... True - Weekly Working Hours - Monthly Working Hours		The Part-Time Employee flag is derived based on the work schedule configuration automatically. The Monthly Working hours is estimated based on weekly working hours x 4
B.01.06	Basic Pay			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel basic pay records and audit of who applies the changes.	PA0008 - Basic Pay: - Pay Scale Reason - Pay Scale Type ... 10 British Forces ... 90 Pensioners - Pay Scale Area ... 10 RoC ... 20 LEN ... 30 LSA (DCS Ann) ... 40 Teachers ... 50 LED ... 60 Newly Employed ... 90 Pensioners ... 99 Dummy - Pay Scale Group - Pay Scale Level - Next Increment Date - Annual Salary - Wages (Wage Type, Amount, Daily Rate*) * applied only for Pay Scale Area LSA (DCS Ann)	Wage Types (British Forces): - 1000 Yearly Basic Salary - 1020 Basic Salary - 1090 Cost of Living (COLA) - 1099 Monthly Salary - 1050 Hourly Rate - 1051 Hourly Rate of COLA - 1110 Multiple Basic Salary - 1155 Multiple Hourly Basic Salary Wage Types (Pensioners): - 2000 Yearly Pensionable Emoluments - 2020 Pension - 2030 Widows Pension - 2040 Depend Pension - 2070 SI Reduction - 2075 SI Widows Reduction - 2099 Monthly Pension	The Basic Salary is applied only to Monthly Employees The Cost of Living is applied only to Monthly Employees who are also entitled to be compensated with COLA (this is derived from job) The Monthly Salary is the sum of Basic Salary and Cost of Living The Hourly rate is applied only to Hourly Employees The Hourly rate of COLA is applied only to Hourly Employees who are also entitled to be compensated with COLA (this is derived from job) The Multiple 1 Basic Salary is applied to employees who are holding multiple position and are compensated on a monthly basis The Multiple Hourly Basic Salary is applied to employees who are holding multiple position and are compensated on hours worked The Pension & Monthly Pension are applied only to Pensioners
B.01.07	Bank Details			

	<p>The system shall allow maintenance and retention (date from/to) of unlimited number of personnel bank details records and audit of who applies the changes.</p>	<p>PA0009 - Bank Details:</p> <ul style="list-style-type: none"> - Bank Details Type <ul style="list-style-type: none"> ... 0 Main Bank - Payee - Bank Country <ul style="list-style-type: none"> ... Cyprus - Bank Key <ul style="list-style-type: none"> ... ABKLCY2N ALPHA BANK ... ANCOCY2N ANCORIA BANK ... BCYPCY2N BANK OF CYPRUS ... CYDBCY2N CYPRUS DEVELOPMENT BANK ... EMPOCY2N EMPORIKI BANK (CYPRUS) ... ERBKCY2N EUROBANK CYPRUS ... ETHNCY2N NATIONAL BANK OF GREECE (CYPRUS) ... HEBACY2N HELLENIC BANK ... HFICCY2N HOUSING FINANCE CORPORATION ... PIRBCY2N ASTROBANK ... RCBLCY2I RCB BANK ... SOGECY2N SOCIETE GENERALE BANK (CYPRUS) ... UNVKCY2N USB BANK PLC - Bank Account - IBAN - Payment Method <ul style="list-style-type: none"> ... B Bank Transfer ... Cash Payment - Payment Currency <ul style="list-style-type: none"> ... EUR Euro 		<p>The default value of Bank Details Type is 0 Main Bank.</p> <p>The default Bank Country is Cyprus.</p> <p>The default Payment Currency is EUR.</p> <p>The Bank Key CCBKCY2N COOPERATIVE CENTRAL BANK is obsolete.</p> <p>The IBAN is validated against Bank Key.</p>
<p>B.01.08</p>	<p>Recurring Payments/Deduction</p>			

<p>The system shall allow maintenance and retention (date from/to) of unlimited number of personnel recurring payments and deductions records and audit of who applies the changes.</p>	<p>PA0014 - Recurring Payments/Deduction: - Wage Type - Amount - Currency - Indirect Valuation - Position</p>	<p>Wage Types: - 6000 Accom Charges (unfurn) - 6001 Costs Repayments - 6002 Court Order pmnt - 6003 Ctmetu (As-coop) - 6004 SBA Police Association - 6005 Sektu (Sytiel Ltd) - 6006 Sickness Fund (SBA) - 6007 Welfare Fund [E] - 6008 Welfare Fund [W] - 7100 Area Officer Allowance - 7102 Plain Clothes Allow - Constable - 7103 Plain Clothes Allow - Inspector - 7104 Plain Clothes Allow - Sergeant - 7105 Rent Allowance - 7106 Responsibility Allowance 1 - 7107 SBA Dog Kennel Duty - 7108 SBA Police Standard Allowance - 7109 SBA Shift Allowance - Customs - 7110 SFO Job Weighting Allowance - 7111 Supervisory Allowance - 7113 SFO Job Weighting Allowance - Non Pens - 7114 Professional Skills Allowance - 7115 HRIS Project Allowance - 7200 C/hand Allowance - 7201 Hospital Liaison - 7202 Responsibility Allowance 2 - 7203 Shift Allowance - AMB Driver - 7204 Shift Allowance - Driver MT</p>	<p>The following wage types are obsolete: - 6003 Ctmetu (As-coop) - 6005 Sektu (Sytiel Ltd) - 7106 Responsibility Allowance 1 - 7200 C/hand Allowance - 7202 Responsibility Allowance 2</p> <p>The following wage types are also used for Pensioners: - 6007 Welfare Fund [E] - 6008 Welfare Fund [W]</p> <p>The range of wage types from 6000 to 6008 are considered as recurring deductions. The rest wage types are considered as recurring payments.</p> <p>The default value of Currency is EUR.</p> <p>The default value of Indirect Valuation is I (This means that the amount is calculated automatically - not manual entered).</p> <p>The Position is defined in case the recurring payment refers to multiple position.</p>
		<p>Wage Types: (Continued) - 7205 Shift Allowance - Driver MT NC - 7206 Shift Allowance - SFP1 - 7207 Shift Allowance - SFP2 - 7208 Shift Allowance - SFP3 - 7209 FF MKA in lieu of ATS - 7211 Shift Allowance - Labourer JMS - 7300 Shift Allowance - Fire Grades - 7301 Good Conduct Allow - 2 years - 7302 Good Conduct Allow - 4 years - 7303 Good Conduct Allow - 6 years - 7304 Good Conduct Allow - 8 years - 7305 Merit Allowance - 7509 Yearly Miscellaneous 1 - 7510 Yearly Miscellaneous 2</p>	<p>The following wage types are calculated automatically, if there is a relationship on position: - 7306 Leave Compensation SBY - 7307 Leave Compensation - 7308 Legacy Payment</p>

B.01.09	Additional Payments/Deductions			
	<p>The system shall allow maintenance and retention (date from/to) of unlimited number of personnel additional payments and deductions records and audit of who applies the changes.</p>	<p>PA0015 - Additional Payments/Deductions:</p> <ul style="list-style-type: none"> - Wage Type - Amount - Number - Unit - Currency - Indirect Valuation - Position 	<p>Wage Types:</p> <ul style="list-style-type: none"> - 0310 Manual Income Tax - CY - 0320 Manual Income Tax - SBA - 2700 Lump Sum Amount - 2710 Medical Release Compensation - 2720 BFC Redundancy Scheme - 2730 UKD Gratuity - 6700 Fine - 6701 IPA Famagusta - 6702 IPA Limassol - 6703 Loan Recovery to Bank - 6750 Gross Deduction Adjustment - 6751 LSA Annual Leave Gross Adjustment Deduction - 6752 Maternity Benefit - 6753 Sickness Benefit - 7000 Private Travel Km Allowance - 7001 Standard Travel Km Allowance - 7101 Deputising Allowance - 7500 Clothing Allowance - 7501 Courses - 7502 Entertainment Allowancex - 7503 Miscellaneous 1 - 7504 Miscellaneous 2 - 7505 Other Advances - 7506 Redundancy Recovery - 7507 Salary Advances - 7508 Subscription - 7550 Bonus - 7551 Gross Payment Adjustment - 7552 LSA Annual Leave Gross Payment Adjustment 	<p>The following wage types are obsolete:</p> <ul style="list-style-type: none"> - 6703 Loan Recovery to Bank - 6751 LSA Annual Leave Gross Adjustment Deduction - 7552 LSA Annual Leave Gross Payment Adjustment

			<p>Wage Types: (Continued)</p> <ul style="list-style-type: none"> - 7553 Refund of Maternity Benefit - 7554 Refund of Sickness Benefit - 7555 Net amount Adjustment (+) - 7556 Net amount Adjustment (-) - 7561 MF Claim-Minor Aliment - 7562 MF Claim-Operation - 7563 MF Claim-X-Rays/Analysis - 7564 MF Claim-Hospitalization - 7565 MF Claim-Treatment Abroad - 7566 MF Claim-Committee - 7567 MF Claim-Physiotherapy - 7568 MF Claim-Other - 7569 MF Government - 7700 Acting Allowance - 7702 Orthodontist - 7703 SBA Firearms Allowance - 7706 Associate Judge - Payment - 7707 Associate Judge - A&S - 7708 HLO Additional Visit - 7709 Incidental Expenses - 7710 On Call 1 radio Page - 7711 On Call 2 radio Page - 7712 Shift-SFP Non Cyp Wrk Day - 7717 Abnormal - 7719 Associate Judge - On Call - 7720 Gross 13th Deduction Adjustment - 7721 Gross 13th Payment Adjustment - 7722 Pay per session 	<p>All wage types related with MF Payments (7561-7569) were used until Sep 2020 and were created automatically if a MF Claim was created.</p> <p>The wages 7720 - 7721 can be created but both they are added on 13th salary (0013) and they are not shown separately on the payslip.</p>
B.01.10	Contract Elements			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel contract element records and audit of who applies the changes.	<p>PA0016 - Contract Elements:</p> <ul style="list-style-type: none"> - Contract Type ... 01 Permanent ... 02 Fixed Term Contract 		

B.01.11	Monitoring of Tasks			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel monitoring of task records and audit of who applies the changes.	<p>PA0019 - Monitoring of Tasks:</p> <ul style="list-style-type: none"> - Task Type <ul style="list-style-type: none"> ... Q1 Reach Retirement Age ... Q2 Child Reach Age 18 ... U8 20 Years for SFP ... U9 40 Years of Good C&L ... Z1 End of Probation ... Z2 LED Status Expiration ... Z3 Retirement ... Z4 End of Contract ... Z5 Incremental Credit ... Z6 CRB Expiration ... Z7 VC Expiration ... Z8 Medical Exams ... Z9 25 Years of Good C&L - Date of Task - Processing Indicator <ul style="list-style-type: none"> ... New Task ... 1 Task In Progress ... 2 Task Completed - Reminder Date - Lead/Follow Up Date/Time - Comments 		
B.01.12	Family Members/Dependents			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel family members and dependents records and audit of who applies the changes.	<p>PA0021 - Family Members/Dependents:</p> <ul style="list-style-type: none"> - Family Member <ul style="list-style-type: none"> ... 1 Spouse ... 11 Father ... 12 Mother ... 2 Child ... 7 Emergency Contact - Last Name - First Name - Gender <ul style="list-style-type: none"> ... Female ... Male - Date of Birth - Country of Birth - Nationality - Address 		

B.01.13	Appraisals			
	The system shall allow maintenance and retention (date from/to) of unlimited number of appraisal records and audit of who applies the changes.	PA0025 - Appraisals: - Performance Appraisal Type (Object) ... Performance Appraisal - All other Ees ... Performance Appraisal - DFRMO ... Performance Appraisal - SBAP		The function was delivered but never used as LM who are UKBC or Military Staff needs to be hired on the system in order to enable you enter the marking on PAR
B.01.14	Cost Distribution			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel cost distribution records and audit of who applies the changes.	PA0027 - Cost Distribution: - Cost Distribution ... 01 Wage/salary (Default) - Company Code - Cost Center - Percentage		
B.01.15	Internal Medical Service			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel internal medical service records and audit of who applies the changes.	PA0028 - Internal Medical Service: - Medical Test Type ... 900 Breathing Test ... 901 Firearm Medical Test ... 902 Firefighter Medical Test ... 903 Group2 DVLA Test ... 904 Marine Medical Test ... 905 Working at Heights Medical Test ... 906 Hearing & Sight Medical Test - Examination Date - Last Examination Date - Result ... 90 Pass ... 91 Fail ... 92 - Diagnosis		
B.01.16	Internal Data			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel internal communication data records and audit of who applies the changes.	PA0032 - Internal Data: - In-house Tel Number 1 - In-house Tel Number 2		

B.01.17	Date Specifications			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel date specification records and audit of who applies the changes.	PA0041 Date Specifications: - Date Type ... 01 Technical Date of Entry (Default) ... Z0 Seniority Date ... Z1 Previous Seniority Date ... Z2 First Date of Employment ... Z3 Current Date of Employment ... Z4 R.H.E. Date - Date		Dates Z0 - Z4 are monitored manually by the user.
B.01.18	Loans			
	The system shall allow maintenance and retention (date from/to) of unlimited number of personnel PF Loan records and audit of who applies the changes.	PA0045 - Loans: - Loan Type ... 9100 Provident Fund Loan (Default) - Sequence Number - External Reference No - Approval Date - Loan Amount Granted - Loan Amount Paid - Loan Balance - Loan Balance Date On - End of Loan Date - Loan Type Additional ... 1 Housing (75%) ... 2 Educational (90%) ... 3 Medical (90%) ... 4 Migration - Loan Conditions - Interest Rate - Repayment Start Date - Repayment Installment - Currency ... EUR (Default)		The external reference no refers to the Cheque Note Number. The Loan Type Additional option Migration was used for migrating Loans from previous legacy system to the new.

B.01.19	Loan Payments			
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	<p>The system shall allow maintenance and retention (date from/to) of unlimited number of personnel PF Loan payment records amaintenance and retention (date from/to)nd audit of who applies the changes.</p>	<p>PA0078 - Loan Payments: - Date - Payment Type ... 0101 Loan Capital Payment (External) ... 0102 Loan Interest Payment (External) ... 0103 Loan Interest Incr. Payment (External) ... 0203 Loan Interest Decr. Repayment (External) ... 0299 Loan Interest Deduction (External) ... 0400 Loan Merge (External) ... 0500 Loan Payments (Migration) ... 0600 Loan Complete ... 0900 BHC Installment - Amount - Currency ... EUR (Default)</p>		
<p>B.01.20</p>	<p>Memberships</p>			
	<p>The system shall allow maintenance and retention (date from/to) of unlimited number of personnel membership records and audit of who applies the changes.</p>	<p>PA0057 - Memberships: - Member Type ... 9000 Provident Fund ... 9010 Unions ... 9020 Medical Fund ... 9030 Medical Card ... 9040 Non on Pension Scheme ... 9050 No Reduction ... 9060 No GESY Contributions - Wage Type (Same as Member Type) - Membership Number (Optional)</p>	<p>In case Member Type 9010 Unions - Union ... 01 ENYBA ... 02 PASYDY ... 03 PEO ... 04 SEK ... 05 TURKSEN</p> <p>In Case Member Type 9020 Medical Fund - Medical Fund Category ... 01 Individual ... 02 Individual with One Child ... 03 Individual with Two Children ... 04 Individual with Three or More Children ... 51 With Spouse ... 52 With Spouse and One Child ... 53 With Spouse and Two Children ... 54 With Spouse and Three or More Children</p> <p>In addition, in case Member Type is 9020 Medical Fund, a list of family members is displayed based on Medical Fund Category in order to select those who are entitled to membership.</p>	<p>The wage type value is equal to Member Type. The Membership Number is equal to Personnel Number.</p>

B.01.21	Additional Personal Data			
	The system shall allow maintenance and retention (date from/to) of unlimited number of additional personal data records and audit of who applies the changes.	<p>PA0077 - Additional Personal Data:</p> <ul style="list-style-type: none"> - Ethnic Origin <ul style="list-style-type: none"> ... Z1 Greek Cypriot ... Z2 Turkish Cypriot ... Z3 Armenian Cypriot ... Z4 Maronite Cypriot ... Z5 Latin Cypriot ... Z6 Other ... Z7 UK ... Z8 EU - Privilege Holidays <ul style="list-style-type: none"> ... A Armenian Cypriot ... G Greek Cypriot ... O Other ... S Shift Worker ... T Turkish Cypriot ... U UKD - Marked Time Threshold Amount - Marked Time Original Amount 		
B.01.22	Meternity Protection/Parental Leave			
	The system shall allow maintenance and retention (date from/to) of unlimited number of maternity protection/parental leave records and audit of who applies the changes.	<p>PA0080 - Maternity Protection/Parental Leave:</p> <ul style="list-style-type: none"> - Pregnancy Notification Date - Expected Leaving Date - Actual Date of Delivery - Type of Birth <ul style="list-style-type: none"> ... 90 Maternity Pregnancy ... 91 Maternity Adoption - Absences (Absence Type, Start, End) 		

B.01.23	Communication			
	The system shall allow maintenance and retention (date from/to) of unlimited number of communication records and audit of who applies the changes.	<p>PA0105 - Communication:</p> <ul style="list-style-type: none"> - Communication Type ... 0001 System User Name ... 0010 Email ... 0030 Personal Email Address ... 9000 Staff Number (System 1999-2016) ... 9001 Staff Number (System Prior 1999) ... 9003 Home Phone Number ... 9004 Personal Mobile Phone Number ... 9006 Work Mobile Phone Number ... 9007 ARC Number ... 9008 Cyprus ID Number ... 9009 European SI Number ... 9010 Medical Fund Number ... 9011 SBA Police Number ... 9012 Passport ... 9013 National Insurance Number ... 9014 JVS Number ... 9015 Foreign Tax Number ... 9016 GAZLP Number ... 9017 Old Provident Fund Number ... CELL Work Phone Number ... MAIL Work Email Address - System ID 		
B.01.24	Time Quota Compensation			
	The system shall allow maintenance and retention (date from/to) of unlimited number of absence quota compensation records and audit of who applies the changes.	<p>PA0416 - Time Quota Compensation:</p> <ul style="list-style-type: none"> - Compensation Method - Quota Type ... Automatic compensation ... Manual compensation - Absence Quota Type ... 01 Annual Leave ... 03 Privilege Holiday ... 04 Special Paid Leave ... 05 Special Unpaid Leave ... 06 Unauthorized Absence ... 07 Parental Leave ... 08 Force-majeure Unpaid ... 14 Flexi Leave (Paid) ... 17 Time off in lieu - Compensation rule - No to Compensate - Absence quotas (list) 		The only absence quota type that is compensated if this is not fully used, is Annual Leave.

B.01.25	Covid Test			
	The system shall allow maintenance and retention (date from/to) of unlimited number of COVID Test records and audit of who applies the changes.	PA9909 - Covid Test: - Test Type ... RAPID Rapid Test ... PCR PCR Test ... OTHER Other - Test Result ... POSITIVE Positive ... NEGATIVE Negative		
B.01.26	Income Tax (CY IR59)			

B.01.27	Social Insurance (CY)			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Social Insurance (CY) records and audit of who applies the changes.	<p>PA9920 - Social Insurance (CY):</p> <ul style="list-style-type: none"> - SI Number - SI Category <ul style="list-style-type: none"> ... B1 Over SI Retirement Age, Pay HRDA and Coherence ... KB Below SI Retirement Age, Pay SI, HRDA and Coherence ... M6 Below SI Retirement Age and work at SBA and UKDs - Community Code <ul style="list-style-type: none"> ... A Armenian Cypriot ... D Foreign ... E Greek Cypriot ... K EU ... L Latin Cypriot ... M Maronite Cypriot ... T Turkish Cypriot 		
B.01.28	Family/Related Persons Entitlements			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Family/Related Persons Entitlements for pension records and audit of who applies the changes.	<p>PA9921 - Family/Related Persons Entitlements:</p> <ul style="list-style-type: none"> - Entitlement Type <ul style="list-style-type: none"> ... 1000 Pension Eligibility (Default) - Family Member <ul style="list-style-type: none"> ... 1 Spouse ... 2 Child - Object ID - Eligibility <ul style="list-style-type: none"> ... X (Default) 		The record is created for an existing Pensioner in case of Death.
B.01.29	Detached Duty			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Detached Duty records and audit of who applies the changes.	<p>PA9930 - Detached Duty:</p> <ul style="list-style-type: none"> - Send Payslip to Detached Duty Location <ul style="list-style-type: none"> ... 1 Yes ... 2 No - Detached Duty Location <ul style="list-style-type: none"> ... 1 Dhekelia ... 2 Famagusta ... 3 Episkopi ... 4 Troodos ... 5 Akrotiri ... 6 Limassol ... 7 Nicosia ... 8 Ayios Nikolaos 		

B.01.30	UKN Category			
	The system shall allow maintenance and retention (date from/to) of unlimited number of UKN Category records and audit of who applies the changes.	PA9940 - UKN Category: - UKN Category ... 1 Ex-Pat ... 2 Special Skills ... 3 Married to Cypriot		
B.01.31	Vetting Clearance			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Vetting Clearance records and audit of who applies the changes.	PA9950 - Vetting Clearance: - VC Level ... 1 Basic Check ... 2 Security Check ... 3 Developed Vetting - VC Result ... 1 Restricted ... 2 Unclassified ... 3 Unconfidential ... 4 Secret Cleared ... 5 Developed Vetting		
B.01.32	Medical Fund Claims			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Medical Fund Claim records and audit of who applies the changes.	PA9961 - Medical Fund Claims: - Claim Date - Creation Date (auto) - Claim Number (auto) - Month Processed (auto) - Claim Status (auto) ... 0 Rejected ... 1 Paid ... 2 Unpaid - Member ... 000 Self (Default) - Claims (list: Serial Number, Expense, Claim Amt)		<p>The creation date is set automatically once the record is saved.</p> <p>The claim number is generated automatically once the record is saved.</p> <p>The month processed is set automatically once the record is marked as paid.</p> <p>The claim status is set automatically to unpaid or rejected once the record is saved. Once the record is marked as paid, this is changed to paid.</p> <p>The member list is populated in case when the individual has family members who are entitled to MF Membership i.e. spouse or child. The default option is "self" and refers to the employee.</p> <p>The Medical Fund Claims option is obsolete as from 01/10/2020.</p>

B.01.33	Balance of NRS as at 31.12.2016			
	The system shall allow maintenance and retention (date from/to) of the Non-Reckonable Service (in days) as at 31.12.2016 and audit of who applies the change.	PA9966 - Balance of NRS as at 31.12.2016: - Provident Fund (days) - PF Join Date - UKD Gratuity (days) - Pension (days) - Redundancy (days) - Redundancy Date - Widow's pension Non-Contributing (months) - Widow's pension Contributing (months) - UKD Qualified service - UKD Reckonable Service		The information was derived from Old Pay System for the period from 01/01/1999 - 31/12/2016.
B.01.34	Consolidated/Non-Consol. Entitlement			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Consolidated/Non-Consol. Entitlement records and audit of who applies the changes.	PA9970 - Consolidated/Non-Consol. Entitlement: - Period 01.10.2007 - 31.03.2008 ... True Consolidated ... False Non-Consolidated - Period 01.04.2008 - 31.03.2009 ... True Consolidated ... False Non-Consolidated - Period 01.04.2009 - 31.10.2009 ... True Consolidated ... False Non-Consolidated - Period 01.11.2009 - 31.03.2010 ... True Consolidated ... False Non-Consolidated		The Consolidated/Non-Consol. Entitlement option is obsolete as from 01/04/2010.
B.01.35	Terminal Benefit			
	The system shall allow maintenance and retention (date from/to) of whether an individual is entitled 5% additional pay on terminal benefit compensation and audit of who applies the change.	PA9971 - Terminal Benefit: - Terminal Benefit 5% ... True ... False		
B.01.36	Multiple Assignment			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Multiple Assignment records and audit of who applies the changes.	PA9980 - Multiple Assignment: - Position - Cost Center - Working Hours		

B.01.37	GVPF Entitlement			
	The system shall allow maintenance and retention (date from/to) of whether an individual is not entitled for GVPF and audit of who applies the change.	PA9998 - GVPF Entitlement: - Not Entitled for GVPF ... True ... False		

C. TIME AND ATTENDANCE MANAGEMENT				
C.01	ATTENDANCE MANAGEMENT			
C.01.01	PA2001 - Absences			
	The system shall allow maintenance and retention (date from/to) of unlimited number of absences records and audit of who applies the changes.	<p>PA2001 - Absences:</p> <ul style="list-style-type: none"> - Absence Type ... 0001 Annual Leave ... 0002 Public Holiday ... 0003 Privilege Holiday ... 0004 Special Leave Paid ... 0005 Special Leave Unpaid ... 0006 Unauthorized Absence ... 0007 Parental Leave Unpaid ... 0008 Force-majeure Unpaid ... 0009 Maternity Preg. Paid ... 0010 Maternity Preg. Unpaid ... 0011 Maternity Adoption Paid ... 0012 Maternity Adoption Unpaid ... 0013 Additional Maternity Unpaid ... 0014 Flexi Leave Paid ... 0015 Sick-Self Certified ... 0016 Sick-Medically Certified ... 0017 Time off in Lieu ... 0018 Sick Leave Full Paid ... 0019 Sick Leave Half Paid ... 0020 Sick Leave 2/3 Paid ... 0021 Sick Leave Unpaid ... 0022 Suspension Full Paid ... 0023 Suspension Half Paid ... 0024 Suspension Unpaid - Time From - Time To - Absence Hours - Absence days - Calendar Days 		The absence and calendar days are calculated automatically.

C.01.02	PA2006 - Absence Quotas			
	The system shall allow maintenance and retention (date from/to) of unlimited number of absences quotas type records and audit of who applies the changes.	<p>PA2006 - Absence Quotas:</p> <ul style="list-style-type: none"> - Absence Quota Type ... 01 Annual Leave ... 03 Privilege Holiday ... 04 Special Paid Leave ... 05 Special Unpaid Leave ... 06 Unauthorized Absence ... 07 Parental Leave ... 08 Force-majeure Unpaid ... 14 Flexi Leave (Paid) ... 17 Time off in lieu - Number (of days) - Deduction From Date - Deduction To Date 		
C.01.03	PA9201 - Absence Reason & Discounting			

	<p>The system shall allow maintenance and retention (date from/to) of unlimited number of Absence Reason & Discounting records and audit of who applies the changes.</p> <p>The absence reason & discounting record will be created as part of the absence record (not separately).</p>	<p>PA9201 - Absence Reason & Discounting:</p> <ul style="list-style-type: none"> - Absence Type - Absence Reason - Discounted Flag <ul style="list-style-type: none"> ... 1 Yes ... 2 No ... space - Discounting Reason <ul style="list-style-type: none"> ... 1 One-off Accident ... 2 One-off Illness ... 3 One-off Injury ... 4 Treatment for alcohol abuse ... 5 Treatment for substance abuse ... 6 Underlying Health Condition ... 7 Pregnancy & Childbirth - Original Absence Type - Injury at Work <ul style="list-style-type: none"> ... True ... False 	<p>Sick Absence Reasons:</p> <ul style="list-style-type: none"> - 000 No Reason Provided - 001 Fractures, Sprains & Strains - 002 Blood Disorders - 003 Heart, Blood Pressure, Stroke - 004 Stomach Upset, Diarrhoea, Vomiting - 005 Ear Conditions - 006 Eye Conditions - 007 None Conditions - 008 Muscle Conditions - 009 Skin Conditions - 010 Respiratory Conditions & Asthma - 011 Tooth & Mouth Conditions - 012 Kidney, Urinary, Pancreas - 013 Coughs, Cold, Flu - 014 Diabetes, Thyroid & Hormonal - 015 Viruses & Infections - 016 Cancers, Leukaemia & Chemotherapy - 017 Headaches, Dizziness, Migraine - 018 Medical Appointments, Examinations - 019 Pregnancy & Childbirth - 020 Anxiety, Depression, Stress - 021 Back, Spine Problems, Cervical Syndrome - 022 Allergy, Hay Fever - 023 Gynaecological - 024 Routine Operations (Appendectomy, Excision of Cyst) - 025 Neurological Conditions - 026 Viruses & Infections - Epidemic/Pandemic - 027 SL1 - Self Isolated Due to Travel (CAT C) - 028 SL2 - Self Isolated Vulnerable Group 	<p>The Discounted Flag and Discounting Reason apply only for sick absence types (0015 - 0016, 0018 - 0021)</p> <p>The original absence type refers to either ... 0015 Sick-Self Certified or ... 0016 Sick-Medically Certified</p> <p>Those based on specific criteria are further distinguished as Paid, Half Paid, 2/3 Paid or Unpaid (0018 - 0021).</p>
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			<p>Sick Absence Reasons: (Continued)</p> <ul style="list-style-type: none"> - 029 SL4 - Self Isolated Symptoms - 030 SL5 - Self Isolated Contact with Confirmed Traced Case - 031 SLD - COVID-19 Diagnosed - 032 SL6 - Self Isolated Parent of a Child who have been asked to isolate - 033 SL7 - Self Isolated Living with Confirmed Close Contact <p>Special Paid Leave Reasons:</p> <ul style="list-style-type: none"> - 000 Special Paid Leave - 001 Domestic - General - 002 Domestic - Death - 003 Domestic - Emergency - 004 Industrial Relations and Trade Unions - 005 Study Leave - 006 National Guard Greek Cypriots - 007 National Guard Turkish Cypriots - 008 UK Reserve Forces Training - 009 Civil Defence Duty - 010 Posted to New Duty Station - 011 Adverse Weather Condition - 012 Infections Diseases - 013 Inoculation and Vaccination - 014 Political Activities - 015 Attendance at Court of Laws - 016 National Sporting Center - 017 Seek Alternative Employment - 018 SPL1 - Prevented from Attending Work - 019 SPL2 - Workplace Closed Down - 020 SPL3 - Domestic - 021 SPL - Authorised By LM 	
			<p>Special Unpaid Leave Reasons:</p> <ul style="list-style-type: none"> - 000 General / Miscellaneous - 001 Religious Holidays - 002 Extension to SPL Period - 003 School Holidays - 004 SUL1 - Voluntary Leave Country - 005 SUL2 - Voluntary / Domestic - 006 SUL - Authorised by LM <p>Unauthorized Absence Reasons:</p> <ul style="list-style-type: none"> - 000 Strike 	

			- 001 Lateness- 002 AWOL	
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C.02	TIME MANAGEMENT			
C.02.01	PA2003 - Substitutions			
	The system shall allow maintenance and retention (date from/to) of unlimited number of substitutions and audit of who applies the changes. The substitutions can be either shift and part time hours or Hours Worked by Stand By working individuals.	<p>PA2003 - Substitutions:</p> <ul style="list-style-type: none"> - Substitution Type ... 02 Shift and part time hours ... 90 Hourly - Hours worked - Time from/to - Daily Work Schedule - Work Schedule Rule - Holiday Calendar ID - ES Grouping - PS Grouping 		
C.02.02	PA2010 - Employee Remuneration			
	The system shall allow maintenance and retention (date from/to) of unlimited number of employee remuneration records and audit of who applies the changes.	<p>PA2010 - Employee Remuneration:</p> <ul style="list-style-type: none"> - Wage Type ... 7713 Unsocial Hrs Nurses Week ... 7714 Unsocial Hrs Nurses Sun/Holiday ... 7715 SBA Shift Allowance ... 7716 SBA Shift Allowance Sun ... 7718 SBA Shift Allowance ENV ... 7802 Multiple 1 Hours Worked ... 8001 Overtime 1:1 ... 8002 Overtime 1:1.5 ... 8003 Overtime 1:2 ... 8011 Public Holiday OT 1:1 ... 8012 Public Holiday OT 1:1.5 ... 8013 Public Holiday OT 1:2 ... 8014 Public Holiday PY 1:1 ... 8015 Public Holiday PY 1:1.5 ... 8016 Public Holiday PY 1:2 ... 8021 Extra Payment 1:1 ... 8022 Extra Payment 1:1.5 ... 8023 Extra Payment 1:2 ... 8033 Privileged Holiday OT 1:2 ... 8034 Privileged Holiday PY 1:2 ... 8101 Time off (Day) in lieu OT - Number of hours - Number (depends on Unit of Measure) - Unit of Measure - Amount - Currency ... EUR (Default) - Cost Assignment (Cost Center, Company Code) 		The cost assignment is changed when the cost of specific payment will be allocated on a different cost center than the individual's cost center.

D. MEDICAL FUND				
D.01	MEDICAL FUND PARAMETERS			
D.01.01	Medical Fund Expense Groups			
	The system shall allow maintenance and retention (date from/to) of Medical Fund Expense Groups	Custom Table: ZBB_MF_EXPS_GRP - MF Expense Group - Start Date - End Date - MF Expense Group Description - Annual Ceiling - Person or Family Indicator - Wage Type Code The transaction code of program is ZMF_GRP .		The Medical Fund module is obsolete as from 01/10/2020
D.01.02	Medical Fund Expense Types			
	The system shall allow maintenance and retention (date from/to) of Medical Fund Expense Types	Custom Table: ZBB_MF_EXPS_TYPE - MF Expense Type - MF Expense Type Description - MF Expense Group - Type of Quantity ... 000 N/A ... 001 Visits ... 002 Pairs ... 003 Fillings ... 004 Extractions ... 005 Days The transaction code of program is ZMF_TYP .		
D.01.03	Medical Fund Expenses			

	<p>The system shall allow maintenance and retention (date from/to) of Medical Fund Expenses</p>	<p>Custom Table: ZBB_MF_EXPENSES</p> <ul style="list-style-type: none"> - MF Expense - MF Expense Description - MF Expense Type - Ceiling/Unit - Units - Percentage - Type of Quantity ... 000 N/A ... 001 Visits ... 002 Pairs ... 003 Fillings ... 004 Extractions ... 005 Days <p>The transaction code of program is ZMF_EXP.</p>		
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D.02	MEDICAL FUND PROCESSING			
D.02.01	Update the Status of MF Claims to Paid			
	The system shall allow to process all MF Claims which are unpaid and mark them as Paid at the end of each month prior opening next month payroll period.		Prior to executing the process, the payroll control record must be released for correction and the following information must be defined (entered): - Payroll Year - Payroll Month (period)	
D.03	MEDICAL FUND REPORTING			
D.03.05	MF Active Members Report			
	The system shall allow to display/print/extract a list of all active MF Members with the necessary latest information (as at the date of execution).	The transaction code of report is ZMF01 .	Prior to executing the report, the following options can be defined (entered): - Personnel Number - Company Code - Personnel Area - Personnel Subarea - Employee Group	The report shall generate the information below: - Staff No (PENR) - Title - First Name - Last Name - MF Category Code - MF Category Description - MF Join Date - Gender - Date of Birth - Street - House Number - Postal Code - City
D.03.06	MF Active Members Dependents Report			
	The system shall allow to display/print/extract a list of active MF Members Dependents with the necessary latest information (as at the date of execution).	The transaction code of report is ZMF02 .	Prior to executing the report, the following options can be defined (entered): - Personnel Number - Company Code - Personnel Area - Personnel Subarea - Employee Group - Options for children ... Turn 18 during period ... Student ... All - Period from/to (only for option Turn 18)	The report shall generate the information below: - Staff No (PENR) - First Name - Last Name - Dependent Object ID (via Family Members) - Dependent Name - Dependent Gender - Dependent Date of Birth - Dependent Join Date - Dependent Left Date

D.03.07	MF Claims Report			
	The system shall allow to display/print/extract a list of MF Claims with the necessary information.	The transaction code of report is ZMF03 .	<p>Prior to executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Personnel Number - Company Code - Personnel Area - Personnel Subarea - Employee Group - Claim No - Claim Status (Mandatory) <ul style="list-style-type: none"> ... 0 Rejected ... 1 Paid ... 2 Unpaid - Month Processed (MMYYYY) (Mandatory for Rejected and Paid Claims) 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR - First Name - Last Name - Claim No - Serial No - MF Expense - MF Expense Description - Quantity - Quantity Type - Claim Amount - Paid Amount - Processed (Period) - Member (Object ID) - Member First Name (refers to Dependent) - Claim Status
D.03.08	MF Claims Monthly Summary Report			
	The system shall allow to display/print/extract the MF Claims Monthly Summary report which are paid grouped by MF Expense Type.	The transaction code of report is ZMF04 .	<p>Prior to executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Personnel Number - Company Code - Personnel Area - Personnel Subarea - Employee Group - Paid Period (MMYYYY) 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - Company Name - MF Expense Group - MF Expense Group Description - MF Expense Type (GROUP BY) - MF Expense Type Description - Claim Amount (SUM) - Paid Amount (SUM) - Number of Claims
D.03.09	MF Annual Ceiling Balances Report			

	<p>The system shall allow to display/print/extract the MF Annual Ceiling Balances and Validation (if defined) per PENR and per Annual MF Claim Period which always starts from Aug to July of next year.</p>	<p>The transaction code of report is ZMF05.</p>	<p>Prior to executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Period (Aug/YYYY - Jul/YYYY+1) - Personnel Number - Expense Group - Balance Validation ... True ... False (default) 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR (GROUP BY) - First Name - Last Name - Start Date (of MF Annual Period) - End Date (of MF Annual Period) - MF Expense Group - MF Expense Group Description - Annual Ceiling Amount - Paid Claim Amount (SUM) - Unpaid Claim Amount (SUM) - Remaining Ceiling Amount - Message (optional if Balance Validation is defined) ... OK ... NEGATIVE
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E. PROVIDENT FUND & LOANS				
E.01	PROVIDENT FUND & GVPF PARAMETERS			
E.01.01	PF Percentages			
	The system shall allow maintenance and retention (date from/to) of the percentage which will be applied on the calculation of PF Payment during PF Exit process which is based on the years of service.	Custom Table: ZBB_PF_PERCENT - No of Years - Percentage The transaction code is ZPF_PERC		
E.01.02	CIR Rates			
	The system shall allow maintenance and retention (date from/to) of by year the CIR rates which will be used for the calculation of GVPF (WRIS Deduction).	Custom Table: ZBB_PF_CIR_RATES - Year - Rate The transaction code is ZPF_CIR .		
E.01.03	DLR Rates			
	The system shall allow maintenance and retention (date from/to) of by year the Defence Levy rates which will be used for the calculation of GVPF (Defence Levy Deduction).	Custom Table: ZBB_PF_DLR_RATES - Year - Rate The transaction code is ZPF_DLR		
E.02	PROVIDENT FUND & GVPF PROCESSING			
E.02.01	Post PF Contribution to PF Company			

	<p>The system shall allow to post Employee PF Deductions, Employer PF Contributions and PF Loan Installment to the PF Company (8000).</p> <p>Once the post is applied, multiple documents shall be generated that shall contain the the PF Deduction/Contribution and PF Loan Installments, and those shall be posted to each PF Member (Vendor) at PF Company.</p>	<p>The transaction code of program is ZPF_POST.</p>	<p>Prior to executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area (default X0) - Current Period (default) - PENR (optional) - Company Code (default 8000) 	<p>The program shall generate the information below (on screen) prior posting:</p> <ul style="list-style-type: none"> - PENR - Employee Name - Employee Deduction (over SI Limit) - Employee Deduction (below SI Limit) - Employee Deduction Retro (over SI Limit) - Employee Deduction Retro (below SI Limit) - Employer Contribution (over SI Limit) - Employer Contribution (below SI Limit) - Employer Contribution Retro (over SI Limit) - Employer Contribution Retro (below SI Limit) - Loan Capital - Loan Interest - Loan Installment (total of Loan Capital and Interest) <p>In order to repost, all generated documents must be reverted (cancelled).</p>
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E.02.02	Post / Allocate PF Interest to PF Company			
	<p>The system shall allow to post PF Interest to all active members based on the posting date to the PF Company (8000).</p> <p>Once the post is applied, multiple documents shall be generated that shall contain the PF Interest allocation proportionally to Employee Deductions and Employer Contributions and those shall be posted to each PF Member (vendor) at PF Company.</p>	<p>The transaction code of program is ZPFI_POST.</p>	<p>Prior to executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area (default X0) - Current period (default) - PENR (optional) - Interest rate % (mandatory) 	<p>The program shall generate the information below (on screen) prior posting:</p> <ul style="list-style-type: none"> - PENR - Employee Name - Total EE Deduction (over SI Limit) - Total EE Deduction (below SI Limit) - Total ER Contribution (over SI Limit) - Total ER Contribution (below SI Limit) - Employee Interest - Employer Interest <p>In order to repost, all generated documents must be reverted (cancelled).</p>
E.02.03	Post FI Document from XLSX file			
	<p>The system shall support manual posting of Employee PF Deductions, Employer PF Contributions, PF Loan Installment to the PF Company, by uploading a special layout excel file into the system.</p> <p>The main purpose of this tool is to allow posting the PF Elements of British High Commission members of PF and in addition to fix any inconsistencies of automated posting.</p> <p>Once the post is applied, multiple documents shall be generated that shall contain the PF Elements and those shall be posted to each PF Member (vendor) at PF Company.</p>	<p>The transaction code of program is ZPFI.</p>	<p>Prior to executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - File (input in excel) - British High Commission ... True ... False (default) 	<p>The program shall generate the information below (on screen) prior posting:</p> <ul style="list-style-type: none"> - Line - Company Code (default 8000) - Type of Posting <ul style="list-style-type: none"> ... PA (Employee PF Ded.) ... PB (Employer PF Contr.) ... PZ (PF Loan) - Posting Date - Document Header Text - Currency - Account Type <ul style="list-style-type: none"> ... K ... S - G/L Account <ul style="list-style-type: none"> ... PENR (Vendor) ... 310060 (Total EE PF Ded) ... 310090 (Total ER PF Contr) ... 115000 (Total PF Loan Capital) ... 660900 (Total PF Loan Interest) - SG <ul style="list-style-type: none"> ... X (EE PF Deduction Below SI Limit) ... Y (EE PF Deduction Above SI Limit) ... U (ER PF Contribution Below SI Limit) ... T (ER PF Contribution Above SI Limit) ... Z (PF Loan Capital) ... R (PF Loan Interest) - Amount - Text - Object ID (refers to Loan Number) - Error Msg

E.02.04	Exit Provident Fund			
	<p>The system shall allow to exit a member from PF Company based of PF Rules and calculate the payment to member.</p> <p>This action can take place only when a member's service is terminated (leaving).</p> <p>If the member is entitled for Guaranteed Provident Fund (GVPF) payment, this is calculated additional as described at point 8.05.</p>		<p>Prior executing the program, the following option must be defined (entered):</p> <ul style="list-style-type: none"> - PENR (Vendor) 	<p>The program shall generate the information below (on screen) prior posting:</p> <ul style="list-style-type: none"> - PENR - Employee Name - Action Type - Reason (Leaving Action) - Reason Desc - Start Date - Percentage - BOD Percentage - Amnt Deducted - ER Contr. Below SI Limit (Deduct) - ER Contr. Above SI Limit (Deduct) - ER Interest (Deduct) - Years of Membership - EE Cont. Below SI Limit - EE Cont. Above SI Limit - ER Cont. Below SI Limit - ER Cont. Above SI Limit - EE Interest - ER Interest - Balance - GVPF <p>* The BOD Percentage refers to the % of reduction which is applied on ER PF Contr which is imposed by the Body of Directors (PF) in case a member is leaving due to disciplinary action.</p>
E.02.05	Calculate Gross GVPF Value			
	<p>The system shall allow to calculate the Gross GVPF value which is the 21% of the amount resulted based on reckonable years of PF Membership and the average PF Gross Emoluments of the last 12 months from which is subtracted the WRIS Deduction (6% on the total of PF Gross Emoluments up to the limit of SI each year of membership plus an interest on this) and Defence Levy Deduction (based on the yearly balance PF assets and interest and member's PF contributions each year plus an interest on this).</p> <p>The final NET GVPF value is the result of subtracting the Employee PF Deduction, Employer PF Contribution and PF Interest from the Gross GVPF Value.</p>			<p>This is part of PF Exit process (point 8.04).</p>

E.02.06	Contributions to WRIS (old system)			
	The system shall allow maintenance and retention (date from/to) of by year the WRIS deductions of each PF Member which have been migrated into the system from old system and those will be used for the calculation of GVPF (WRIS Deduction).	<p>Custom Table: ZBB_PF_WRIS_CONT</p> <ul style="list-style-type: none"> - Year - PENR - Amount <p>The transaction code is ZPF_WRISCONT</p>		
E.02.07	PF Assets Balance			
	The system shall allow maintenance and retention (date from/to) of by month the PF Assets Balances which will be used for the calculation of GVPF (Defence Levy Deduction).	<p>Custom Table: ZBB_PF_ASSET_BAL</p> <ul style="list-style-type: none"> - Date - Amount <p>The transaction code is ZPF_ASBAL</p>		
E.02.08	PF Interest Balances			
	The system shall allow maintenance and retention (date from/to) of the PF Assets Interest Balance by month which will be used for the calculation of GVPF (Defence Levy Deduction).	<p>Custom Table: ZBB_PF_INTER_BAL</p> <ul style="list-style-type: none"> - Date - Amount <p>The transaction code is ZPF_INTBAL</p>		
E.03	PROVIDENT FUND & GVPF REPORTING			
E.03.01	PF Members Report			
	The system shall allow to display/print/extract the PF Members.	The transaction code is ZPF01 .	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - PENR - Company Code - Personnel Area - Personnel Subarea - Employee Group - PF Membership Status <ul style="list-style-type: none"> ... Active ... Terminated - During Period (From/To) - applies only for Terminated status 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR - Old Staff No - Old PF No - Title - First Name - Last Name - Personnel Area - Personnel Area Descr. - Company Code - House Street - House Number - Apartment - Postal Code - City - PF Join Date - PF Termination Date

E.03.02	PF Contributions & Interest Report			
	The system shall allow to display/print/extract the PF Contributions and Interest by year and month for each member.	The transaction code is ZPF02 .	Prior executing the report, the following options can be defined (entered): - PF Number (same as PENR) - Year (mandatory) - PF Membership Status ... Active ... Terminated - During Period (From/To) - applies only for Terminated status	The report shall generate the information below: - PF Number - PENR - First Name - Last Name - Year - Month - EE PF Contr below SI Limit - EE PF Contr above SI Limit - ER PF Contr below SI Limit - ER PF Contr above SI Limit - Total Contribution - PF Interest - Cumulative Total (sum of Total Contribution and PF Interest)
E.03.03	PF Balances Report			
	The system shall allow to display/print/extract the PF Balances by year for each member.	The transaction code is ZPF03 .	Prior executing the report, the following options can be defined (entered): - PENR - PF Membership Status ... Active ... Terminated - During Period (From/To) - applies only for Terminated status - Options ... Balances as at Year (YYYY) ... Balances as at end of Period (MMYYYY)	The report shall generate the information below: - Year - PENR - PF Number - First Name - Last Name - EE PF Contributions - ER PF Contributions - Total PF Contributions (EE + ER) - EE PF Interest - ER PF Interest - Total PF Interest (EE + ER) - Balance (Total PF Contributions + Total PF Interest) - Cumulative Balance (prev years+current year)
E.03.04	PF Control Audit Report			

	<p>The system shall allow to display/print/extract an audit report related with the PF Contribution and Interest, by PF Member status and as at a specific year.</p>	<p>The transaction code is ZPF04.</p>	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - PENR - Personnel Area - PF Member Status (mandatory) <ul style="list-style-type: none"> ... 0 Terminated ... 1 Active - Year (mandatory) 	<p>The report shall generate the below informaiton:</p> <ul style="list-style-type: none"> - PF Number - PENR - First Name - Last Name - Unit - PF Join Date - PF Left Date - EE Contribution - ER Contribution - Total Interest - Grand Total
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E.03.05	PF Assets & Interest Balances Report			
	The system shall allow to display/print/extract the PF Assets and Interest balance as at a year and the option to sort ascending or descending.	The transaction code is ZPF05 .	Prior executing the report, the following options can be defined (entered): - Year - Sort Option ... Ascending (Default) ... Descending	The report shall generate the below information: - Date - Assets Balance - Interest Balance
E.03.06	PF Payments Report			
	The system shall allow to display/print/extract the PF Payment report for outstanding or completed payments for a paid period (month).	The transaction code is ZPF06 .	Prior executing the report, the following options can be defined (entered): - PF Number (Same as PENR) - Payment Status ... 0 Outstanding ... 1 Completed - Paid Period (MMYYYY) (mandatory)	The report shall generate the information below: - PF Number - PENR - First Name - Last Name - EE Contributions - ER Contributions - Individual Interest - NET GVPF Amount - Calculated Date - Payment Date - Status
E.03.07	PF Statement Report			
	The system shall allow to display/print/extract the PF Statement report with the EE & ER Contributions and Interest for all years or from a year and afterward by accumulating the contributions of previous years.	The transaction code is ZPF07 .	Prior executing the report, the following options can be defined (entered): - PF Number - Company Code - Personnel Area - Personnel Subarea - Employee Group - Unit - From / To Year (mandatory) - Status (mandatory) ... 0 Closed ... 1 Active - Print Form ... True ... False (default) If the option print form is selected, the report will be generated on a standard layout form.	The report shall generate the information below: - PENR - First Name - Last Name - PF Join Date - PF Left Date - Year - EE Contributions - ER Contributions - Total Contributions - PF Interest - Cumulative - Position - Unit Code - Unit Description - Currency

E.03.08	PF Termination Letter			
	The system shall allow to display/print/extract the PF Termination letter that will let PF Members know about their official termination from the Provident Fund and their PF Receivable payment.	The transaction code is ZPF08 .	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - PF Number - Termination Period (MMYYYY) (Mandatory) - Print Form ... True (default) ... False <p>If the option print form is selected, the report will be generated on a standard layout form.</p>	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR - First Name - Last Name - PF Join Date - PF Left Date - Reason for Leaving - Years of Membership - Street - House Number - Apartment - Postal Code - City - Total Contributions - Total Interest - Less ER Contribution to Reserve Account * - Less ER Interest to Reserve Account * <p>* Refers to cases when they are not entitled full percentage of ER Contribution</p>
E.03.09	PF/GVPF Payment Letter			
	The system shall allow to display/print/extract the PF/GVPF Payment letter that will let PF Members know about their details of payment from PF and GVPF Value (where applicable).	The transaction code is ZPF09 .	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - PF Number - Payment Date - Print Form ... True (default) ... False <p>If the option print form is selected, the report will be generated on a standard layout form.</p>	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR - First Name - Last Name - PF Join Date - PF Left Date - Street - House Number - Apartment - Postal Code - City - Amount Due PF - Amount Due GVPF - Total Amount Due - Amount Paid to Date From PF - Amount Paid to Dare From GVPF - Total Amount paid to Date - Less Outstanding PF Loan (if any) - Less Outstanding Other recoveries (if any) - NET Amount Paid to Date

E.03.10	GVPF Report			
	The system shall allow to display/print/extract the GVPF Analysis report which will indicate the GROSS GVPF Amount, the WRIS Deduction by year, the Defence Levy Deduction by year, Total Deductions (WRIS + Defence Levy) and NET GVPF Value (GROSS GVPF Amount - Total Deductions) for a specific member based on the leaving date from Provident Fund.	The transaction code is ZPF10 .	Prior executing the report, the following options can be defined (entered): - PF Number (mandatory) - Termination Date (mandatory) - Print Form ... True (default) ... False If the option print form is selected, the report will be generated on a standard layout form.	The report shall generate the information below: - PF Number - PENR - First Name - Last Name - PF Left Date (last day of membership) - Service from joining to leaving date from PF - Non Reckonable Service - Reckonable Service (Service - NRS) - Gross GVPF Amount (Reckonable Service x 12 x average monthly pay) x 21% - Wris Deduction by year - Defence Levy Deduction by year - Total Deductions (WRIS + Defence Levy) - NET GVPF Value (Gross GVPF Amount - Total Deductions)
E.03.11	GVPF Estimation Report			
	The System shall allow to display/print/extract an estimated GVPF Value (active members only) at the end of a specific payroll period (with the assumption that the PF Contributions have been posted to PF Company).	The transaction code is ZPF11 .	Prior executing the report, the following options can be defined (entered): - PF Number - Termination Date (mandatory) - More than 7 years ... True ... False (default)	The report shall generate the information below: - PENR - First Name - Last Name - PF Join Date - DOB - UIN - UIN Description - Service - Average Salary - Gross GVPF - WRIS Deduction - Defence Levy Deduction - NET GVPF - PF Value - NET GVPF - PF Value (difference)
E.03.12	PF/GVPF Amount Paid Report			
	The system shall allow to overview the GVPF Paid amounts to Employees who left from PF Membership.	The transaction code is ZGVPF .		The overview shall provide the information below: - PENR - Posting Date - PF Value - Net GVPF Amount - BOD Percentage

E.04	PROVIDENT FUND LOAN PARAMETER			
E.04.01	PF Loan Interest Maintenance (REFIN)			
	The system shall allow maintenance and retention (date from/to) of PF Loan Interest rates.	The transaction code of program is ZHR_PC (REFIN).		The PF Loan Interest rate is maintained via Payroll Parameters.
E.05	PROVIDENT FUND LOAN PROCESSING			
E.05.02	PF Loan Creation			
	The system shall allow to create a new PF Loan which will be stored in infotype PA0045 - Loans.	The transaction code of program is ZPF_LOANS .	<p>Prior executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - PENR - Loan Amount Granted - Loan Type <ul style="list-style-type: none"> ... 1 Housing (75%) ... 2 Educational (90%) ... 3 Medical (90%) - Issue Date (Approval Date) - Cheque Note No (Optional) - No of Installments - Interest Rate (by default the system sets the latest value) - Available Balance (automatically calculated by the system) - Merge Fee <ul style="list-style-type: none"> ... True ... False (Default) 	<p>The Loan Amount Granted cannot exceed the maximum value of 20000 or the allowed % as per PF Loan Type which will be applied on the available balance of Employee / Employer PF Contributions and PF Interest on the date of executing the programme.</p> <p>The No of Installments cannot exceed the 120 per loan (10 years).</p>
E.05.03	PF Loan Interest Recalculation			
	The system shall allow to recalculate PF Loan Installment in case of PF Loan Interest rate change at the beginning of each calendar year and update the relevant infotype (PA0045 - Loans).	The transaction code of program is ZPFI_LOANS .	<p>Prior executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Interest Rate (By default the system sets the latest value) - Fiscal Year 	In case the PF Loan Interest rate is not changed, there is no reason to execute the program.
E.06	PROVIDENT FUND LOAN REPORTING			
E.06.01	PF Loans Report			

	<p>The system shall allow to display/print/extract PF Loans which have been either issued, closed or expired within a timeframe.</p>	<p>The transaction code of program is ZPFL01.</p>	<p>Prior executing the program, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - PF Number (same as PENR) - PF Loan Number - PF Loan Status (mandatory) ... Issued ... Closed ... Expired - Issue Date - Closed Date (available if PF Loan Status is Closed) - Expire Date (available if PF Loan Status is Expired) 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PF Number - PF Loan Number - Issue Date - Start Date - End Date - Close Date - Last Name - First Name - Cheque No - Amount Granted - Currency - Installment - Initial Installment - Number of Installments - Full loan Installments - Capital Balance - Interest Balance - Total Balance
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E.06.02	PF Loans Balance Report			
	The system shall allow to display/print/extract the PF Loans Balance as at a specific period.	The transaction code of program is ZPFL02 .	Prior executing the program, the following options can be defined (entered): - PENR - Period (MMYYYY)	The report shall generate the information below: - PENR - Loan No - First Name - Last Name - Loan Amount - Capital - Interest - Total Balance - Installment Amount - Remaining Instalments
E.06.03	PF Loans Installments Report			
	The system shall allow to display/print/extract the PF Loan Installments of a specific PF Member and Loan.	The transaction code of program is ZPFL03 .	Prior executing the program, the following options can be defined (entered): - PF Number (same as PENR) - PF Loan Number	The report shall generate the information below: - Installment - Installment Date - Installment Amount - Interest - Capital - Status ... Paid ... Unpaid The status is defined as paid, if the payroll is run for a specific payroll period.
E.06.04	PF Loans Balance & Interest Certificate			
	The system shall allow to display/print/extract the PF Loan Balance & Interest Certificate for a specific period.	The transaction code of program is ZPFL04 .	Prior executing the program, the following options can be defined (entered): - PF Number (same as PENR) - Unit - PF Loan Number - Month/Year (Mandatory) - Print Form ... True ... False (default) If the option print form is selected, the report will be generated on a standard layout form.	The report shall generate the information below: - Unit Code - Unit Description - PENR - Title - Employee Name - PF Loan Number - Issue Date - End Date - Loan Capital Amount - Monthly Pay (Instalment) - Interest Charged - Debit Balance

F. PAYROLL PROCESSING				
F.01	PAYROLL			
F.01.01	Payroll Control			
	<p>The system shall allow maintain/control monthly and pensioners payroll, by having the option to release payroll for run, release payroll for corrections/entries, exit payroll as soon as this is finalized.</p> <p>In case of exiting payroll, to have the option to update the retro period (backdated period) prior releasing the payroll for next period corrections.</p>	The transaction code of program is PA03 .	<p>Prior amending the payroll control, the following option must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area ... X0: Monthly ... P0: Pensioners 	
F.01.02	Payroll Calculation (or Simulation)			
	<p>The system shall allow to calculate payroll for current period with the option of forced retro calculation in case an individual record is not marked for retro calculation for an unlimited number of employees both active/terminated.</p>	The transaction code of program is PC00_M99_CALC and PC00_M99_CALC_SIMU .	<p>Prior executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area (mandatory) ... X0: Monthly ... P0: Pensioners - Period (mandatory) ... Current (Default) ... Other - PENR - Payroll Schema ... ZCY0 Cyprus Payroll Schema (Default) - Forced Retro Accounting as of (date) - Test Run (no update) * ... True (default) ... False - Display Log ... True ... False (Default) <p>* In case of Simulation Payroll the value is always True.</p>	<p>The payroll calculation shall consider the below factors:</p> <ul style="list-style-type: none"> - Determine whether the run is normal or special run (13th salary) - Identify PENR (active/terminated) - Read Company, Personnel Area / Subarea, - Read Employee Group / Subgroup (special terms & conditions are applying for each employee group)) - Read Basic Pay Data - Read Costing Center - Read Social Insurance Parameters (PA9920) - Read Income Tax Free (IR59) Parameters (PA9918) - Determine whether payroll is Monthly or for Pensioners - If monthly, determine whether the payroll refers to LSAs (special rules of pay calculation based on 190 working school calendar days) - In case of retro calculation, read the previous calculation results in order to determine the differences (if any) - Processing of time management data (absences PA2001, employee remuneration PA2010, substitutions PA2003) - Processing recurring payments/deductions (PA0014) - Processing additional payments/deductions (PA0015) - Processing special payment of mark time (PA0077) - Processing Sick/Maternity Leave deductions - Processing pay reduction (if applied based on membership PA057) - Processing special deduction (2014-2016) - Processing social insurance deductions, Cohesion and HRDA - Check eligibility for GESY Deduction and processing - Processing Widows&Orphans deduction (for entitled staff) - Reas memberships (Union, MF, PF) and apply special logic of consolidated non/consolidated rates (PA9970) on PF Basis (for entitled staff) - Processing PF Loan deductions - Processing Income Tax deductions (PAYE) considering the income tax free parameters

				<ul style="list-style-type: none"> ... First run without additional payments (statutory income tax) and ... Second run with additional payments (additional income tax) - Processing 13th salary calculation in case the month is December or if an employee is leaving (if entitled) - Processing the NET Payment and distinguish whether the payment will be processed via a bank or cash. In case of negative salary, forward the amount to the following payroll period
F.01.03	Pay Scale Parameters			
	The system shall allow to configure/maintain historical (Start/End Date) several pay scales classifications.	<p>The pay scales are stored in table V_T510 and the reclassification of Pay Scales (progression) is stored in table V_T510_PSRCL.</p> <p>Those are maintained via program SM30.</p>	<p>Prior maintaining a pay scale, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Country Grouping <ul style="list-style-type: none"> ... 99 Other Countries - Pay Scale Type <ul style="list-style-type: none"> ... 10 British Forces ... 90 Pensioners ... PF Provident Fund (ref Consolidated/Non-Consolidated rates) - Pay Scale Area <ul style="list-style-type: none"> ... 10 RoC ... 20 LEN ... 30 LSA ... 40 Teachers ... 50 LED ... 60 Newly Employed ... 90 Pensioners ... 99 Dummy 	<p>The information that will be maintained is:</p> <ul style="list-style-type: none"> - Country Grouping (default 3) - Pay Scale Group - Level - Start Date - End Date - Amount - Currency
F.01.04	Pay Scale Increments (Reclassification)			
	The System shall allow maintenance and retention (date from/to) of automatically an employee's pay scale increment to the next scale spine point.		<p>Prior executing the program, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Period (Data Selection Period) i.e. 01.04.YYYY - Employment Status (0 Not Withdrawn) - Personnel Area (1000,1100,2000,2100) - Planned Compensation Type (T Pay Scale Structure) - Key Date for PS Reclassification i.e. 01.04.YYYY - PS Reclassification Type (01 Next Increase Acc to Basic Pay Record) - Action / Reason (Y8 / 01) - Subtype for Basic Pay Infotype (0 Basic Contract) - Generation Type <ul style="list-style-type: none"> ... Update Directly ... Log Only (No Update) (Default) 	

F.01.05	Wage Types			
	The system shall allow maintenance and retention (date from/to) of unlimited number of wage types and configure what reckonable basis affect, whether those shall affect the NET Salary and on which Resource Accounting Code will be allocated.		The basis that could be affected are: - Social Insurance - Coherence Fund - Provident Fund - Medical Card - Union - HRDA - Widows & Orphans - GESY Basis - Special Deduction - Income Tax	Ref. B.01.08, B.01.09, C.02.02
F.01.06	Payroll Constants (rates)			
	The system shall allow maintenance and retention (date from/to) of unlimited number of payroll parameters, including wages, income tax ranges, salary reduction ranges.	The payroll constants are maintained via transaction code ZHR_PC . The income tax ranges are maintained via transaction code ZHR_PAYE . The salary reduction ranges are maintained via transaction code ZHR_DED .	Prior maintaining payroll constants the following option must be defined (entered): - Country Grouping (Default 99 Other Countries)	The payroll constant information that will be maintained is: - Constant - Payroll Constant Description - Start Date - End Date - Value The income tax ranges and salary reduction ranges information that will be maintained is: - Country Grouping (Default 99 Other Countries) - Tax Payer Type ... Normal Tax Payer ... Widow Pension ... Temporary Deduction (Special) ... Salary Reduction - Income Tax (or Deduction) Band - Start Date - End Date - Min Value - Max Value - Percentage

G. REPORTING				
G.01	HR REPORTING			
G.01.01	Employee Personal Information Report			
	The system shall allow to display/print/extract all employee personal details and latest job/position details as at a specific date.	The transaction code of report is ZHR_EEI .	<p>Prior executing the program, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Reporting Period (Mandatory) <ul style="list-style-type: none"> ... Today ... Key Date (preferred option) - Personnel Area - Employment Status - Personnel Area - Personnel Subarea - Employee Group - Employee Subgroup 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - PENR - Hiring Date, Latest Hiring Date, Termination Date, Termination Reason, Prev. Termination Date (derived from Actions ref. B.01.01) - Organisational Assignment (ref. B.01.02) - Personal Data (ref. B.01.03) - Addresses (ref. B.01.04) - including emergency contact - Planned Working Time (ref. B.01.05) - Basic Pay (ref. B.01.06) - Bank Details (ref. B.01.07) - Contact Elements (ref. B.01.09) - UKD Status, RHE Date (derived from Monitoring of Tasks ref. B.01.11) - Family Members/Dependents (Father & Mother ref. B.01.12) - Cost Distribution (ref. B.01.14) - Internal Data (ref. B.01.16) - Date specifications (ref. B.01.17) - Memberships (ref. B.01.20) - Additional Personal data (ref. B.01.21) - Communication (ref. B.01.23) - Social Insurance (ref. B.01.27) - UKN Category (ref. B.01.28) - Vetting Clearance (ref. B.01.29) - Consolidated/Non-Consolidated (ref. B.01.34) - Multiple Assignment (ref. B.01.36) - TLB / Description - BLB / Description - Org. Unit Abbreviation (Business Unit) - Org. Unit / Description (Business Unit) - Job Object Details of Primary Position (ref. A.02.02) - Primary Position Object Details (ref. A.02.03.01) - LM Manager Details (ref. A.02.01.02 & A.02.03.02) - including CSO - Payroll Administrator - Pers Administrator - Time Administrator

G.01.02	Establishment Report			
	<p>The system shall allow to display/print/extract the detailed position management (establishment) of organization, including filled, vacant and multiple positions and details of who is holding them as at a specific month.</p>	<p>The transaction code of report is ZBB_EST.</p>	<p>Prior executing the program, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Period (MMYYYY) (Mandatory) - Personnel Area - Personnel Subarea - Unit - TLB - BLB - UIN - Position - Job 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - Position Status <ul style="list-style-type: none"> ... Filled ... Multiple ... Vacant - Company / Description - Personnel Area / Description - TLB / Description - BLB / Description - UIN / Description - Org. Unit Abbreviation (Business Unit) - Org. Unit / Description (Business Unit) - Personnel Subarea / Description - Job Object Details (ref. A.02.02) - Position Object Details (ref. A.02.03.01) - LM Manager Details (ref. A.02.01.02 & A.02.03.02) - including CSO - Payroll Administrator - Pers Administrator - Time Administrator - PENR - Title - First Name - Last Name - Employee Organisational Assignment Details (ref. B.01.02) - Employee Planned Working Time Details (ref. B.01.05) - Employee Status <ul style="list-style-type: none"> ... Permanent ... Temporary - Prev Holder (PENR, Name, Last Day of holding Position)

G.01.03	Sick Absences Report			
	<p>The system shall allow to display/print/extract the sick absences (both self and medically certified) for a specific period.</p>	<p>The transaction code of report is ZHR_SA.</p>	<p>Prior executing the program, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Period From (mandatory) - Period To (Default 31.12.9999) - PENR - Payroll Administrator - Pers Administrator - Sick Leave Reason - TLB - BLB - UIN - Discounted Reason 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - PENR - First Name - Last Name - Start Date - End Date - Absence Type / Description - Absence Days - Rate of Pay <ul style="list-style-type: none"> ... Full Paid ... Half Paid ... 2/3 Paid ... Unpaid - Absence Reason / Description - Discounted - Discounted Reason / Description - Injury at Work - Employer (Ref Company Desc) - Personnel Subarea - Business Unit - Job Description - Payroll Administrator - Pers Administrator - Time Administrator - Employee Group Description - LM Code (Org. Unit Code) / Description - LM Email - LM Extension

G.01.04	Sick Absences for Discounting Report			
	<p>The system shall allow to display/print/extract the sick absences discounting report which are not discounted or a decision has not be made by the LM of individual yet, based on a specific trigger point criteria (more than 5 separate periods or more than 14 consecutive days within the last 12 months).</p>	<p>The transaction code of report is ZHR_SAD.</p>	<p>Prior executing the program, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Start Date (defined automatically based on End Date - 12 months) - End Date (mandatory) - PENR - Payroll Administrator - Pers Administrator - Sick Absences Types 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - Payroll Administrator - Pers Administrator - Time Administrator - PENR - First Name - Last Name - Start Date - End Date - Sick Leave Type (Self or Medically Certified) - Absence Days - Sick Leave Reason - Discounted - Discount Reason - Personnel Area - Personnel Subarea - Business Unit - Job Description - Employee Group - Employee Subgroup - LM Position Name - LM Email - LM Extension

G.01.05	Absences & Timesheets Report			
	The system shall allow to display/print/extract the absences & timesheets by date.	The transaction code of report is ZHR_TM .	<p>Prior executing the program, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Reporting Period <ul style="list-style-type: none"> ... Today ... Other Period (From/To) - PENR - Company Code - Personnel Area - Personnel Subarea - Employee Group - Job - TLB - BLB - UIN - Overtime Types (OVR, PPH, PRH, Extra) - Timesheet Types (Casual Hours) - Absence Types (Sick, Maternity, Auth, Unauth, Suspension, AL) 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - PENR - First Name - Last Name - Business Unit - Grade - Date - Day (Mon-Sun) - Week No - Weekend (PRH, PPH) - Certified Sick - Uncertified Sick - Sick Reason - Maternity - Auth Absence - Unauth Absence - Annual Leave - Suspension - Auth Hours - Unauth Hours - Absence Reason - Casual Hours - AL Hours - OVR x 1, OVR x 1.5, OVR x 2 Hours - PPH x 1, PPH x 1.5, PPH x 2 Hours - Extra x 1, Extra x 1.5, Extra x 2 Hours - PRH x 1, PRH x 2 Hours - Paid/Unpaid - Rate of Pay (1:1, 1:2, 3:2)
G.01.06	COVID Test Report - Daily			
	The system shall allow to display/print/extract a daily COVID Tests report by employee.	The transaction code of report is ZBB_COVID1 .	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - PENR - Employee Group - Employee Subgroup - Type of Test - Test Result - Start Date - End Date 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - PENR - Full Name - Job Title - Employee Group / Description - Employee Subgroup / Description - Unit Code / Description / Abbreviation - Test Date - Test Type <ul style="list-style-type: none"> ... RAPID ... PCR - Test Result <ul style="list-style-type: none"> ... NEGATIVE ... POSITIVE

G.01.07	COVID Test Report - Summary			
	The system shall allow to display/print/extract a summary COVID Tests report by employee.	The transaction code of report is ZBB_COVID2 .	Prior executing the report, the following options can be defined (entered): - PENR - Employee Group - Employee Subgroup - Test Result - Start Date - End Date	The report shall generate the following information: - PENR - Full Name - Job Title - Employee Group / Description - Employee Subgroup / Description - Unit Code / Description / Abbreviation - Test Date - Start Date (date first of first test) - End Date (date of last last) - Number of Tests
G.01.08	Employees Without SI Number Report			
	The system shall allow to display/print/extract employees without Social Insurance number.	The transaction code of report is ZBB_NOSI .	Prior executing the report, the following option must be defined (entered): - Period (MM. YYYY)	The report shall generate the following information: - PENR - First Name - Last Name - Payroll Administrator - Payroll Administrator Name - Pers Administrator - Pers Administrator Name - Time Administrator - Time Administrator Name

G.02	PAYROLL REPORTING			
G.02.01	Payslip			
	<p>The system shall allow to display/print a customised payslip on a pre-printed paper with headers, columns and rows.</p>	<p>The transaction code of report is ZHR_PSLP.</p>	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area <ul style="list-style-type: none"> ... X0 Monthly ... P0 Pensioners - Period <ul style="list-style-type: none"> ... Current ... Other - PENR - Employment Status <ul style="list-style-type: none"> ... 0 Withdrawn ... 1 Inactive ... 2 Retiree ... 3 Active - Company Code - Pay Administrator - Personnel Area/Subarea/Cost Center - Employee Group/Subgroup - Wage Types <ul style="list-style-type: none"> ... Gross Earnings ... Employee Deductions ... Employer Contributions ... NET Earnings ... Negative Wage Types - Notes - New Layout (if true the layout is based on pre-printed payslip paper) <ul style="list-style-type: none"> ... False (default) ... True 	<p>The report shall generate the following information:</p> <ul style="list-style-type: none"> - PENR (Staff No) - Employee Name - Social Insurance Number - Cyprus Tax ID - Residential Address (optional) - Unit - Job (Grade) - Position Title - Pers Administrator (by default) - Pay Administrator (optional) - Month (of Pay) - Serial Number (of payslip spool) - Basic Salary - Pay Scale / Pay Point - Earnings (Wages / Amount) * - Deductions (Wages / Amount) * - Employer Contributions (Wages / Amount) * - NET Salary <p>* The current month wages/amounts will be shown under Period Column, previous month wages/amounts will be shown under Retro Column, the total of two (period + retro) will be shown on Total Column.</p>
			<p>Continued ...</p> <ul style="list-style-type: none"> - Sort <ul style="list-style-type: none"> ... No Sorting ... By Pers Admin (Pers Admin, Business Unit, PENR) ... By Sort By Pay Admin (Pay Admin, Business Unit, PENR) - Print All <ul style="list-style-type: none"> ... False (default) ... True - Print Residential Address <ul style="list-style-type: none"> ... False (default) 	

			<p>... True</p> <p>- Print Payroll Administrator</p> <p>... False (default)</p> <p>... True</p>	
	The system shall allow maintenance and retention (date from/to) of the description of wages on Payslip and specify their order of display.	<p>Custom Table: ZBB_WT_TXT_PSLP</p> <ul style="list-style-type: none"> - Language (Default EN) - Country Group (Default 99 Other Countries) - Wage Type - Wage Type Description (20 chars) - Sorting (Numbering: 1 . N) 		
G.02.02	Costing Report			
	The system shall allow to display/print/extract the full pay costing report for a single month or a specific period, by employee, for-period and in-period.	The transaction code of report is ZHR_COST .	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area ... X0: Monthly ... P0: Pensioners - Period (from/to) - Export File (including path) - PENR - Company Code - Personnel Subarea - TLB - BLB - UIN - Org. Unit (Business Unit) - Wage Type(s) 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR - Employee Name - For-Period - End-period - Total Cost (sum of specific wages) - Wage Types (Calculated technical and pay wages - Ref. B.01.06, B.01.08, B.01.09, C.02.02) - Organisational Assignment (ref. B.01.02) - Personal Data (ref. B.01.03) - Planned Working Time (ref. B.01.05) - Basic Pay (ref. B.01.06) - Contact Elements (ref. B.01.09) - Cost Distribution (ref. B.01.14) - Date specifications (ref. B.01.17) - TLB / Description - BLB / Description - Org. Unit Abbreviation (Business Unit) - Org. Unit / Description (Business Unit) - Job Object Details of Primary Position (ref. A.02.02) - Primary Position Object Details (ref. A.02.03.01) - LM Manager Details (ref. A.02.01.02 & A.02.03.02) - including CSO - Payroll Administrator - Pers Administrator - Time Administrator

	<p>The system shall allow maintenance and retention (date from/to) of the wages which shall be considered (shown) on the Costing Report and grouping them based on their characteristics (i.e. Technical wages, EE Statutory Earnings, EE Statutory Deductions, ER Contributions etc)</p>	<p>Custom Table: ZCOST_WT_GROUPS - Wage Type Code - Wage Type Description - Grouping ... 01 Technical ... 02 EE Statutory Earnings ... 03 EE Statutory Deductions ... 04 EE Recurring Earnings ... 05 EE Additional Earnings ... 06 EE Recurring Deductions ... 07 EE Additional Deductions ... 08 Other Earnings/Deductions ... 09 Medical Fund Claims ... 10 ER Contributions</p>		
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G.02.03	Budget Manager Report			
	<p>The system shall allow to display/print/extract the budget report costing amount for each Base Level Budget and all figures be allocated by the Resource Accounting Code and converted based on GAR Rate (exchange rate) of UK Accounting Period.</p> <p>The UK Accounting Period starts from April each year (AP01) and ends in March of next year (AP12).</p> <p>The Resource Accounting Codes are assigned to each wage type.</p> <p>The Costing amount is composed of specific wage types (see below).</p>	<p>The transaction code of report is ZHR_BMGR.</p>	<p>Prior executing the report, the following options can be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area <ul style="list-style-type: none"> ... X0 Monthly (default) - Period <ul style="list-style-type: none"> ... Current ... Other - PENR - TLB - BLB - Exchange Rate 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - UK Accounting Period - BLB / Description - UIN / Description - Business Unit / Description - Job Code / Description - Job Reference - Position / Position Title - PENR - LM Position Name - LM Email - LM Extension - Full / Part Time - Employee Status <ul style="list-style-type: none"> ... Permanent ... Temporary - Standby <ul style="list-style-type: none"> ... Yes ... No - RAC (Resource Accounting Code) - Amount (STG) - Amount (EUR) - Exchange Rate - Pay/Arrears - Employer - TLB / Description - Termination Date
	<p>The system shall allow maintenance and retention (date from/to) of the wages which shall be considered (counted) in Budget Manager report (wages that refer to Gross Earnings and Employer Contributions only).</p>	<p>Custom Table: ZBB_CUMUL_ZWTS</p> <ul style="list-style-type: none"> - Wage Type <ul style="list-style-type: none"> ... ZGRE GROSS Earning ... ZERC ER Contribution - Wage Type Code - Plus/Minus - Text 		

G.02.04	Union Report			
	The system shall allow to display/print/extract the union deductions of each employee by their Trade Union.	The transaction code of report is ZHR_UNION .	Prior executing the report, the following options can be defined (entered): - Payroll Area ... X0 Monthly (default) - Period ... Current ... Other - PENR	The report shall generate the information below: - Union Code - Union Description - Cyprus ID - PENR - First Name - Last Name - Start Date - End Date - Year - Unit Code / Description - Area - Deduction Amount
G.02.05	Bank Payment File Report			
	The system shall support to generate/display/extract the bank payment file based on Royal Bank of Scotland SEPA Payment requirements for both Monthly and Pensioner payroll on separate files.	The transaction code of report is ZHR_BT_CSV .	Prior executing the report, the following options must be defined (entered): - Payroll Area ... X0 Monthly (default) - Period ... Current ... Other - PENR - Company Code - File Name (including path) - Record Type (default 04) - Destination Country (default CY) - Priority ... L Low ... N Normal (default) ... U Urgent - Debit Account - Bank Charges ... BEN Beneficiary ... OUR Ours ... SHA Shared (default) - Payment Currency (default EUR) - Execution Date - Information Line1 - Information Line2 - Test Run ... False ... True (default) - Transfer Date/Time	The report shall generate the information below (on screen) apart from the special CSV Format of report: - PENR - Employee Beneficiary Account Name - Bank Key - Bank Name - IBAN - Amount

G.02.06	Pay Journal Report			
	<p>The system shall allow to display/print/extract the pay journal (posting) report which will summarize the net payment to bank, negative salary, payment in cash, and all deductions payable to other entities i.e. social insurance, unions, tax authority, associations etc and will be grouped by TLB, BLB, UIN and RAC (Resource Accounting Code).</p> <p>The extracted data will be imported to the Finance System of Defence Business Unit in the UK in order to balance the payments and expenditures.</p>	<p>The transaction code of report is ZBB_PYJ.</p>	<p>Prior executing the report, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area <ul style="list-style-type: none"> ... X0 Monthly (default) - Period <ul style="list-style-type: none"> ... Current ... Other - PENR - Group By <ul style="list-style-type: none"> ... PENR ... Without PENR 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - PENR - Finance Code - TLB MG Reference (ref. A.02.04) - BLB MG Reference (ref. A.02.04) - UIN - RAC - Debit Value - Credit Value - Currency (default EUR)

G.02.07	Social Insurance Disk File			
	<p>The system shall allow to generate/extract the Social Insurance disk file based on the requirements of RoC Social Insurance Department.</p> <p>The requirements are subject to changed periodically and all necessary changes must be incorporated.</p> <p>Exclusive Requirement: The Social Insurance file includes all the records of a month calculated in-period of requested month and the records of month in next in-period, as well as the retro records of in-period of month apart from previous month.</p>	<p>The transaction code of report is ZBB_SIS.</p>	<p>Prior executing the report, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area <ul style="list-style-type: none"> ... X0 Monthly (default) - Period <ul style="list-style-type: none"> ... Current ... Other - PENR - Employment Status - Company Code - Related Wages (Social Insurance Basis, HRDA Basis, 13th Salary, GESY) - File .TXT (including path) - File .XLS (including path) - File Header - Name of Person Responsible (to submit the SI File to RoC) - Telephone/Fax - Employer SI Registration Number (AME) 	
G.02.08	Social Insurance Statement Report			
	<p>The system shall allow to display/print/extract the Social Insurance Statement the sum of Actual Emoluments, GESY Emoluments, Insurable emoluments, SI Contribution, HRDA, Cohesion and GESY Contribution, group by employer, month of SI File submission, SI Category, Type of Emoluments, and period of arrears (from/to) if type of emoluments is either arrears or 13th salary.</p> <p>The Actual Emoluments, GESY Emoluments and Insurable emoluments must be compliant with the totals of SI Disk File.</p>	<p>The transaction code of report is ZBB_SST.</p>	<p>Prior executing the report, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Payroll Area <ul style="list-style-type: none"> ... X0 Monthly (default) - Period <ul style="list-style-type: none"> ... Current ... Other - PENR - Employment Status - Company Code - Related Wages (Social Insurance Basis, HRDA Basis, 13th Salary, GESY) 	<p>The report shall generate the information below:</p> <ul style="list-style-type: none"> - ER Reg. No (AME) - Month of Submission - SI Category - Type of Emoluments <ul style="list-style-type: none"> ... A Arrears ... K Normal ... 3 13th salary - Month From * - Month To * - Actual Emoluments - GESY Emoluments - Insurable Emoluments - SI Contribution (EE + ER) - HRDA - Cohesion - GESY - Total <p>* Applies only when type of emoluments is Arrears or 13th Salary</p>

G.02.09	IR7 & IR63 Income Tax Reports			
	<p>The system shall allow to display/print/extract the yearly Income Tax Emoluments (main / supplementary submission) certificates for both Employees and Employers, based on the requirements of RoC Income Tax Department.</p> <p>The Employer's main submission (ref IR7) and Employees' certificate (IR63) shall include all yearly emoluments and deductions for the same year from YYYY.01 - YYYY+1.02.</p> <p>The Employer's supplementary submission (IR7) and Employees' certificate (IR63) shall include any additional emoluments and deductions calculated for a specific year in next year(s).</p> <p>The IR7 report is an XML File (of 500 records max) for each employer (company). In case more records exist, an additional supplementary document shall be created.</p> <p>The IR63 is a printable report.</p> <p>The reports apply for both Payroll Area X0 (Monthly) and P0 (Pensioners).</p>	<p>The transaction code of report is ZPAYE.</p>	<p>Prior executing the report, the following options must be defined (entered):</p> <ul style="list-style-type: none"> - Report Type <ul style="list-style-type: none"> ... IR7 (Employer) ... IR63 (Employee) - PENR - Company Code - Payroll Area - Tax Year - Period <ul style="list-style-type: none"> ... Monthly ... Yearly - Submission Type <ul style="list-style-type: none"> ... First Submission (Main) ... Supplementary Submission (period from/to) - Tax Authority <ul style="list-style-type: none"> ... RoC ... Fiscal - File name (including path for IR7) - Print (IR63) <ul style="list-style-type: none"> ... True ... False (default) - Sort <ul style="list-style-type: none"> ... Pay Administrator (Unit) ... PENR - Extract Records (XLSX extraction list) <ul style="list-style-type: none"> ... True ... False (default) - Employer TAX ID, SI Number, Company Name, Address (IR7 Only) - Responsible Person (TAX ID) for submission (IR7 Only) - Role, Company, Accounts (IR7 Only) 	<p>The program is still under testing and is not fully functionable.</p>

H. RECRUITMENT				
H.01	RECRUITMENT PROCESS			
H.01.01	Vacancy Records			
	The System shall allow - maintenance and retention (date from/to) of unlimited number of vacancy records - track each vacancy through the whole recruitment process and - provide statistics about vacancies			
H.01.02	Applicant Details Records			
	The System shall allow - maintenance and retention (date from/to) of unlimited number of applicant's details records - track each applicant through the whole recruitment process and - provide statistics about applicants			
H.01.03	Applicant Selection Records			
	The System shall allow - maintenance and retention (date from/to) of interview scheduling and interview panels - interview results and scores of each applicant - convert the successful applicant(s) to employee - provide statistics about applicant selection process			
H.01.04	Letter Production			
	The system shall automatically prepare - the letters to applicants for attending an interview - the letters to successful / unsuccessful applicants			

I. MISCELLANEOUS				
I.01	GENERAL PARAMETERS			
I.01.01	Bank Maintenance			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Cyprus Local Banks.	The transaction codes of programs are FI01 (Create Bank) & FI02 (Change Bank).	Prior creating a new bank, the following options must be defined (entered): - Bank Country (Default CY) - Bank Key	The bank information that can be maintained is: - Bank Name - BIC Code (Same as bank key)
I.01.02	Privilege Holidays Maintenance			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Privilege Holidays by Nationality and Year.	The transaction code of program is ZHR_PRH .		The privilege holidays information that can be maintained is: - Nationality ... A Armenian Cypriot ... G Greek Cypriot ... O Other ... S Shift Worker ... T Turkish Cypriot ... U UKD - Privilege Holiday Description - Date
I.01.03	Public Holidays & Holiday Calendars			
	The system shall allow maintenance and retention (date from/to) of unlimited number of Public Holidays by Holiday Calendar and Holiday Calendars by Year.	The transaction code of program is SCAL .	Prior creating a new public holiday, the following option must be defined: - Public Holidays ... True (default) ... False - Holiday Calendar ... True ... False (default)	The public holiday information that can be maintained is: - Public Holiday Description - Short Text - Use in Holiday Calendar (automatically set) - Sort Key (Holiday Calendar) ... 91 School Holiday Calendar ... 92 BFC/BFC FF LENS & LEDs ... 93 SBAA & SBA Police LECs - Greek Cypriots ... 94 SBAA & SBA Police LECs - Turkish Cypriots ... 95 LSA (DCS) Holiday Calendar - Type of Public Holiday ... With Fixed Date ... Floating Public Holiday - Public Holiday Date (YYYY, MM, DD) The update of Holiday Calendars implies to delete the existing assignment of Public Holidays of specific Holiday Calendar and assign them again.
I.01.04	Work Schedule Maintenance			

	The system shall allow maintenance and retention (date from/to) of unlimited number of work schedule rules (working hours per week and day) per Employee Subgroup, Holiday Calendar and Personnel Subarea for a period of time.			
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I.01.05	Users Maintenance			
	The system shall allow maintenance and retention (date from/to) of user accounts, level access, user groups, profiles.	The transaction code of program is SU01 .		The user information that can be maintained is: - User - Title - Last Name - First Name - User group - New Password (if new user) - Parameters - Profiles
I.01.06	GESY Eligibility Maintenance			
	The system shall allow maintenance and retention (date from/to) of Employee Groups that will contribute to GESY.	The transaction code of program is ZHR_GESY .		The GESY Eligibility information that can be maintained is: - EE Group - Start Date - End Date Note: EE Groups E-H (Ref UKDs) are not contributing to GESY
I.02	GENERAL SYSTEM REQUIREMENTS			
I.02.01	System Reliability			
	The system shall provide internal system controls to ensure accuracy, integrity, continuity, availability, including full audit trail of all transactions.			
I.02.02	System User Friendliness			
	The system shall be user friendly with consistent screen design across all modules.			Type of fields: text input, text area, radio button, drop down, multi-selection drop down, check box, calendar, etc.
I.02.03	System Security			
	The system shall have multiple levels of security that are fully customisable and shall also support - single or multiple system administrators - single or multiple user profiles - multiple access levels - configurable username/password control - configurable security alerts and warnings			

I.02.04	System Backup and Recovery			
	<p>The system shall support</p> <ul style="list-style-type: none"> - configurable back up schedules - automatic back-up and recovery procedures 			
I.02.05	System Documentation			
	<p>The system shall be fully documented, shall capture all historic modifications/customisations made to the HR 'off the shelf software' as well as any future modifications/customisations and shall comprise of the following:</p> <ul style="list-style-type: none"> - Requirements Document: defines what is required from the product, its purpose and deliverables - System Design/Architecture Document: provides a comprehensive overview of the system - Source Code/Customizations/Configuration Document: includes programming statements and comments as well as software configuration - Quality Assurance Document: includes details test cases scenarios, with testing steps, expected results, actual results and comments - User Manual Documentation: for both end-users and the system administrators of the product. 			

I.03	IN SERVICE SUPPORT			
I.03.01	General			
	An in-service support package shall be provided to cover system maintenance, upgrades, bug fixing and support.			
I.03.02	System Maintenance			
	System maintenance shall be carried out as required to maintain the availability of the HRIS within normal office hours.			
I.03.03	System User Licenses			
	System licences shall be available for 20 users (15 admin users and 5 development users).			
I.03.04	System Development			
	The server of development system shall be hosted temporarily at supplier's premises.			
I.03.05	Upgrades			
	System maintenance shall be carried out as required to maintain the availability of the HRIS within normal office hours.			
I.03.05	Support			
	<p>A point of contact for initial enquiries shall be provided on working days (Monday to Friday, excluding UK Bank Holidays) within normal office hours.</p> <p>Issues raised shall be resolved within specific timeframes based on priority status:</p> <ul style="list-style-type: none"> ... Low: (3 - 5 working days) ... Medium: (1 - 2 working days) ... High: (3 - 8 hours) ... Very High: (1 - 2 hours) 			

Note:

This version of SRD is subject to change/update for the period covering up to the current contract's end date on 16/12/2022 to account for the changes/improvements effected onto the system by the current supplier as part of the current contract

MOBILISATION PLAN

Overview

1. The Mobilisation Plan is the process performed to provide reassurance that the service will successfully perform its intended function.

Purpose

2. The purpose of this document is to describe the methodology for the Mobilisation Phase of HRIS with the Supplier and its successful completion.

Scope

3. The scope of this Mobilisation Plan is maintenance and support of the existing HRIS SAP system in accordance with the requirements specified in the SRD and on the hosting environment as described within the Statement of Requirement (SOR).

Output

4. Outputs to be produced as a result of the Mobilisation Plan are continued confidence by the Authority that the Supplier has the required understanding and knowledge to maintain and support the system and to plan for new requirements within this SOR... During the mobilisation phase the two parties will document:

- a) Areas which require further system development which can be planned are identified. Any required changes to the current functionality and SRD have been accepted by the Authority and Supplier
- b) Technical issues and hosting environment are fully understood and can be catered for by the Supplier
- c) Cyber Accreditation, Technical Assurance and Security Requirements for the Supplier, Application and the System are understood and can be catered for by the Supplier
- d) Plans for obtaining accreditation as a MOD Trusted Supplier have been considered and fully understood by the Supplier
- e) Plans for transferring source coding and customisation work to the Authority during the life of the new contract have been considered and fully understood by the Supplier
- f) A jointly agreed Business Continuity and Exit Plan have drafted by the end of the mobilisation phase.

General Approach

5. To ensure that the Authority obtains the required level of confidence by the end of the Mobilisation Plan the following steps will be taken. The Supplier shall prepare for take-over of the system by engaging with the Authority during the Mobilisation to fully understand additional requirements of the new contract

Mobilisation Plan Responsibility

6. The Mobilisation Plan will be the responsibility of the Authority's Test Team, comprising of the key users as defined in the SOR and J6.

Acceptance Responsibility Matrix

7. The following types of acceptance activity will be undertaken:

Description	Responsibility	Participants	Phase
Engagement and solutions are provided for a change of future hosting environment.	Authority Test Team including J6	Supplier and Authority Test Team including J6	Mobilisation Phase
Engagement and solutions of how the Supplier will achieve accreditation status will be provided.	Authority Test Team including J6	Supplier and Authority Test Team including J6	Mobilisation Phase
Engagement and full understanding of how the Supplier will transfer source coding and customisation work to the Authority during the life of the new contract	Authority Test Team including J6 and Defence Digital	Supplier and Authority Test Team including J6/Defence Digital	Mobilisation Phase
Jointly agreed Business Continuity Plans and a draft Exit Plan are in place	Authority Test Team including J6	Supplier and Authority Test Team	Mobilisation Phase

Mobilisation Timeframes

8. The Mobilisation Plan will take place **no later than 1 October and end on 30 November 2022**. A meeting prior to the start of the Mobilisation Plan will take place between the Authority and Supplier no later than the last working week of September 2022. The Mobilisation Plan Successful Completion and Acceptance will occur no later than the first working week of December 2022.

Should this phase not achieve the Authority's Mobilisation Completion and Acceptance as defined in Annex B of this SOR, the Authority will need to consider withdrawal of the contract award.

Hosting Environment

9. Details of the environment for the hosting/operation of the system are contained within the Statement of Requirement. Changes to the hosting environment are being planned and the Supplier will need to demonstrate that they can operate in a Cloud Based environment and to deliver remote software updates once they have obtained company accreditation with the Authority. The Supplier will have opportunity to discuss hosting arrangements with the Authority prior to and during the Mobilisation Plan

Acceptance and Release

10. When acceptance activity has passed review, been signed off by the Senior Responsible Owner, the new maintenance and support of HRIS will go live.

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The Defence Manual of Security, Resilience and Business Continuity

JSP 440 Part 2 V6.07

July 2021

Leaflet 11

Information - Cyber System Security

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The Defence Manual of Security, Resilience and Business Continuity

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Leaflet 8

Information Security

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CHANGE REQUEST (CR) / INCIDENT MANAGEMENT PROCESS

Description

1. A Change Request (CR) is any formal proposal for an addition or alteration to the agreed-upon deliverables of the Service.
2. An incident is any event which is not part of the standard operation of Service (HRIS) and which causes, or may cause, an interruption to, or a reduction in the quality of that Service.
3. The Change Request / and Incident Management Process aims to ensure that all those involved with the Service understands what the change request or incident is, why it's happening, what it will mean for them specifically, and how it will impact the Service in overall.

Process

4. The **End User** is any BFC Key user of Service, while the **Supplier** is the point of contact for handling the Change Request or Incident.
5. The End User submits the request in writing via **an Online Incident Management Reporting** portal and/or similar portal. The request can be classified either as Change Request (CR) or Incident (Fix Issue).
6. The End User provides the below key information:
 - a. Subject
 - b. Priority
 - i. **Low**: The problem has little influence on business operations and does not hinder daily operations
 - ii. **Medium**: Business operations are affected.
 - iii. **High**: Business operations are seriously threatened, and urgent tasks cannot be executed.
 - iv. **Very High**: Problem is business-critical and has serious consequences for business operations
 - c. Description
 - d. Attachment (e.g., files, screenshots)
7. In case the request is classified as **Change Request** the following steps will apply:
 - a) The Supplier assesses potential impact on existing functionality and provides End User with high-level requirements accompanied by a brief breakdown of initial estimated effort for completion and delivery time.
 - b) The End User authorises initial "First Go-Ahead" to requirements and effort.
 - c) Upon End User initial "Go-Ahead", the Supplier documents the requirements in detail and classifies it as DER (Development Request ¹) or RFC (Request for Change ²). In addition, Supplier provides the necessary Testing Scenarios and the End User adds exceptional testing scenarios which might not have been included.

¹ By the term Development Request (DER) it is meant any change that is classified as a new application

² By the term Request for Change (RFC) it is meant any change in existing configured item of the system.

Notes:

-The Supplier is required to keep records of all testing scenarios for future reference in case when an incident is raised to be resolved.

-The End User's approval will be required by dedicated key user of process area i.e., payroll, provident fund etc and project lead to assess the overall impact.

-The Supplier's approval will be required by the respective consultant and project lead.

- d) After internal approval, the Supplier Account Office provides with the DER/RFC and relevant Quotation (Call-Off Hours) to End User for review and approval.
- e) The End User reviews the DER/RFC and approves or reverts with changes.
- f) The End User authorises Final Approval by signing and returning to Supplier the respective DER/RFC and Quote. If End User requests changes to the document, steps 3 – 5 are repeated until End User approval or rejection. Work from Supplier cannot be started without signing Quote and DER/RFC.
- g) Supplier work on the change request begins. The End User must be available to answer any questions that may arise during the implementation. Adequate testing based on documented testing scenarios should be performed by Supplier User on the Development System prior the transport request is provided to End User in order to be imported on Quality Assurance (QA) system for testing.
- h) The relevant transport request is imported into the QA System and the End User performs the User Acceptance Testing (UAT) in QA System according to the test scenarios documented.
- i) The UAT is only considered successful if no issues arise or all issues have been fixed. Upon written confirmation by End User, the transport request is transferred to the Production System.
- j) The End User must confirm in writing the successful deployment of the change in Production System and the status of DER/RFC can be set to "Closed".

8. In case the request is classified as **Incident** the following steps will apply:

- a) The End User includes specific case scenarios which will allow the Supplier to assess and identify the source of problem/error/malfunction.
- b) The Supplier assess the incident and starts working on this. Adequate Testing should be performed on Development System by the Supplier based on the case scenarios provided by the End User and any additional test case scenarios that Supplier consider necessary to be performed.
- c) The Supplier provides the fix of incident (Transport Request) to the End User based on the priority level of incident.
 - a. Low: Within 6 – 10 days
 - b. Medium: Within 1 – 5 days
 - c. High: Within the 4 – 8 hours
 - d. Very High: Within 1 – 3 hours

- d) The relevant transport request is imported into the QA System and the End User performs the User Acceptance Testing (UAT) in QA System according to the test scenarios documented.
- e) The UAT is only considered successful if no issues arise or all issues have been fixed. Upon written confirmation by End User, the transport request is transferred to the Production System.
- f) The End User must confirm in writing the successful deployment of the change in Production System and the status of DER/RFC can be set to "Closed".

9. Performance Indicators (PIs)

As part of the process, the End User will evaluate the performance of Supplier based on below PIs:

- a) **Average Fix Time** (shows the median amount of time for Supplier to completely resolve an incident)
- b) **Average Response Time** (shows the median amount of time of Supplier to respond to End User)
- c) **Incident Ticket Volume** (measures the total number of conversations)
- d) **Ticket Backlog** (refers to incidents left unresolved over a particular time frame)

Serial No.	KPI Description	Reporting Metrics	Rating Thresholds
1.	<p>MONTHLY PAYMENTS TO AUTHORITY EMPLOYEES</p> <p>The level of accuracy of monthly payments paid to the Authority's employees</p>	<p>% accuracy level of total payments in month paid to employees</p>	<p>≥ 98% - Good ≥ 95% ≤ 97.9% - Approaching Target ≥ 90% ≤ 94.9% - Require Improvement ≤ 89.9% Inadequate</p>
2.	<p>ISSUE/CHANGE REQUESTS</p> <p>The time required by the Provider to fix an Issue/Change Request in accordance with the Priority of Message as defined in paragraph16 of the Statement of Requirement (SOR)</p>	<p>% of Fix Time</p>	<p>≥ 98% - Good ≥ 80% ≤ 97.9% - Approaching Target ≥ 60% ≤ 79.9% - Require Improvement ≤ 59.9% Inadequate</p>
3.	<p>The <u>Level of Efficiency</u> needed to resolve any Issue/CR (Measured Quarterly against all Performance Indicators (PIs) as reflected in Annex E)</p> <p>(Efficiency)</p>	<p>% of consolidated total average of all set PIs:</p> <ul style="list-style-type: none"> - Fix Time - Response Time - Incident Ticket Volume -Ticket Backlog 	<p>≥ 90% - Good ≥ 75% ≤ 89.9% - Approaching Target ≥ 60% ≤ 74.9% - Require Improvement ≤ 59.9% Inadequate</p>
4.	<p>The timely distribution of minutes by the Provider as per agreed timelines provided in paragraph 57Cvi of the SOR and in Annex L of this SOR.</p> <p>(Punctuality)</p>	<p>Times of compliance to the agreed timelines</p>	<p>≥ 100% - Good ≥ 80% ≤ 99.9% - Approaching Target ≥ 60% ≤ 79.9% - Require Improvement ≤ 59.9% Inadequate)</p>

KPIS MONITORING PROCESS AND RECOVERY ACTION

1. Quarterly Review

Key Performance Indicators (KPIs) will be reviewed by the Administration on a quarterly basis via the Contract Review Board Meetings to identify poor contract performance and to support the improvement of performance. The Administration shall present statistics ready for the quarterly Contract Review Board meetings. The KPIs will commence on the Contract start date and remain extant throughout the duration of the Contract. The assumption shall be that subject to the provisions of the Contract the Contractor is professionally and contractually capable of delivering all the KPIs as required by the Administration.

Key Performance Indicators (KPIs) will be reviewed by the Administration on a quarterly basis via the Contract Review Board Meetings to identify poor contract performance and allocate resource to support the improvement of performance as specified in Section 24 of the Statement of Requirement. The Administration to hold stats ready for the quarterly Contract Review Board meetings.

The Administration shall provide the Supplier with feedback at closure of each Review phase to ensure that KPIs:

- Retain quality at expected standards
- Remain relevant and proportionate to the Contract
- Can be used as a warning system in case of poor performance
- Supplier remains engaged and uses the input to improve in case poor performance is identified

2. Poor Performance and Recovery Actions¹

a. Poor Performance – 1st Time – Informal Conversation

In the event that the Administration identifies poor performance in one or all of the set KPIs for the first time, it initiates an open and honest informal conversation with the Supplier to identify the source of poor performance, provide support and/or resources to improve performance and agree a mitigation plan with the Supplier and a timescale to realise improvement.

b. Poor Performance – 2nd Time – Formal Conversation (Mtg 1)

In the event that the Administration identifies poor performance in one or all of the set KPIs for a second consecutive time, it will call an official meeting with the Supplier where discussions on poor performance, mitigation actions and decisions on recovery and timescales to realise improvement are officially recorded via minutes for the meeting and are kept as records for auditing purposes and future reference for future decisions.

c. Poor Performance – 3rd Time – Formal Conversation (Mtg 2 – Issue 1st Official Warning)

¹ Recovery Actions as listed in Series a to d to be repeated, as required, for each distinctive cause a KPI was identified to be performing poorly.

In the event that the Administration identifies poor performance in one or all of the set KPIs for a third consecutive time, the Administration calls a 2nd official meeting with the Supplier where recorded decisions and information on the agreed mitigation plan from the 2nd meeting are drawn to facilitate discussion, reconsider recovery action and timescales and issues the 1st Official Warning of Poor Performance.

d. Poor Performance Time – Formal Conversation (Mtg 3– Issue Final Official Warning/Financial Abatement)

In the event that the Administration identifies poor performance in one or all of the set KPIs for the fourth consecutive time, the Administration calls a 3rd official meeting with the Supplier where recorded decisions and information on the agreed mitigation plan from the 2nd and 3rd meetings are drawn to facilitate discussion, reconsider recovery action and timescales and issue the Final Warning of Poor Performance with Abatement. Abatement are to be decided by the Administration and be submitted to the Supplier one week after the meeting. Abatements will be proportionate to the level of impact and cannot exceed two months of equal pay of relevant services to which poor performance was identified.

EXIT PLAN FOR THE MAINTENANCE, SUPPORT AND DEVELOPMENT OF THE HRIS PAY SYSTEM

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DEFINITIONS

1. In this agreement, the following terms shall have the following meanings:
2. "**Activity Matrix**" means the activities set out in Appendix 2
3. "**Authority² Exit Manager**" shall have the meaning set out in Section 1 of Appendix 2
4. "**Supplier Exit Manager**" shall have the meaning set out in Section 2 of Appendix 2

² For the purpose of this template Authority means the client organisation.

5. **"Exit Plan Start Date"** means the date 6 months prior to Expiry or, where applicable, the 5th Working Day after the date of the Termination Notice or such other date as may be notified in writing by the Authority being no more than 12 months before the Expiry Date, on which the activities in the Activity Matrix in Appendix 2 shall commence.
6. **"Exit Plan"** shall have the meaning set out in Section 4 of Appendix 2
7. **"Exit Term"** shall be the period from the Exit Plan Start Date until the date on which the Supplier has completed its obligations (Exit Plan) including its obligations set out in the Exit Plan.
8. **"Records"** means the items set out in Appendix 1
9. The provisions of this agreement are without prejudice to the obligations of the parties set out in the SOR.
10. The Authority and the Supplier shall review, update as necessary and mutually agree a final version of the Exit Plan on a timely manner to allow a smooth transition of Activities as defined in Annex A. A mutually agreed version by both the Authority and the Supplier shall be fully signed off no later than six months prior the contract's termination date i.e. June 2027 to allow for the defined activities of the transition phase to be initiated no later than July 2027.
11. The Supplier shall provide reasonable assistance to the Authority and any Replacement Supplier in order to assist the Authority or Replacement Supplier in achieving the successful migration of maintenance, support and development of the HRIS system to either the Authority or the Replacement Supplier (as the case may be) without undue delay or obstruction.
12. The Supplier shall be entitled to charge the Authority for implementation of the Exit Plan in accordance with the cost allocations set out in the Activity Matrix at the Day Rates specified in the contract or otherwise agreed with the supplier. The Supplier may not make an additional charge to the Authority for provision of any information or data referred to in the Exit Plan which will be held by or is freely available to the Supplier at Exit Plan Start date or for services of the Supplier Personnel which are prices in the Contract Price Schedule.
13. The Supplier shall grant the right to the Authority and any Replacement Supplier to use Supplier know-how during the Exit Term in connection with maintenance, support and development of the HRIS system.

OBLIGATIONS OF THE SUPPLIER

14. With effect from the Exit Plan Start Date the Authority and the Supplier shall both use their reasonable endeavours to carry out their respective obligations as set out in the Activity Matrix in Appendix 2, in accordance with the timescales detailed wherein.

Without prejudice to its specific obligations in respect of Authority Data set out in this agreement, the Supplier shall supply to the Authority or, at the direction of the Authority, the Replacement Supplier, copies of all Records, as specified in Appendix 1, which are in existence at the Expiry Date or the date of termination of the contract and are in the custody of the Supplier or Sub Contractors. The Records are to be provided in an agreed electronic form or such other available digital media format (where possible).

EXIT IMPLEMENTATION PLANNING REVIEW

15. Both the Supplier and the Authority shall meet once per annum to review the contents of the draft Exit Plan and its appendices and shall agree any updates, revisions or amendments in order to ensure a smooth and prompt separation and migration of the

maintenance, support and development of the HRIS system and their day-to-day delivery to the Authority or Replacement Supplier during the Exit Term.

COSTS

16. The cost of the separation and migration of the Services to the Authority or the Replacement Supplier shall be borne by the parties as set out in Appendix 2 (Activity Matrix) and costs shall be calculated on the basis of the Day Rates, as specified in the contract/ agreed with the supplier.

Records to be provided by the supplier as part of exit management

1. All records relating to delivery of the maintenance, support and development of the HRIS system for the six months preceding Expiry or Termination Date, including but not limited to:
 - a. Data or testing data which belongs to the Authority;
 - b. Any hardware material i.e. USB stick
 - c. Updated System Design Documentation
2. Change management records for duration of the contract, including any open changes which should include:
 - a. Documented technical design changes to the system whilst the contract has been in place to the date of termination;
 - b. Log of bugs and fixes conducted by the Supplier on behalf of the authority for the duration of the contract;
 - c. Change Requests and Incident Management records and resolutions for the duration of the contract
3. Operational procedures which have been developed by the parties for exclusive use in relation to the maintenance, support and development of the HRIS system, including but not limited to:
 - a. User Manual Guides
 - b. Training Materials
 - c. Supplier and Authority procedural instructions
4. Up to date financial model showing full reconciliation of payments and deductions to date, as well as any outstanding payments and invoices due up to the end of the contract.
5. Record of licences of assets and software including Intellectual Property Rights
6. Supplier skill levels, training and audited development records for those personnel deployed in relation to the maintenance, support and development of the HRIS system.

7. The register of the Assets³, which will include, but will not be limited to, the following information, which should be checked and confirmed by the Supplier no earlier than 1 month prior to Expiry or Terminate Date:
 - a. Description of asset, including name of manufacturer, code and specification
 - b. Unique reference number
 - c. Warranty details, including type and duration
 - d. Location
 - e. Relevant maintenance details]

8. Details of all Sub-Contractors, where applicable, which were employed by the Supplier for the provision of the maintenance, support and development of the HRIS system, including:
 - a. Name of sub-contractor
 - b. Contact details of sub-contractor (including address, email, telephone and contact names)
 - c. Types of services provided to the Supplier
 - d. Duration of the sub-contract]

³ Refers to any assets provided by the supplier, and which are to be retained for the purpose of a replacement provision at the end of the contract.

EXIT PLAN - ACTIVITY MATRIX

Ref No	Activity	Timescales from Exit Plan Start Date for completion of planned activity	Cost and Cost Allocation (according to terms of Paragraph 2.2 above) (Authority in these columns refers to both Authority and Replacement Supplier)		
			Voluntary Termination by the Authority or Termination for Authority Default	Termination for Supplier Default, Persistent Breach by Supplier and for Corrupt Gifts and Fraud by Supplier	Expiry and Termination for Force Majeure and Insolvency - Bankruptcy
1.	The Authority shall appoint a manager ("Authority's Exit Manager") responsible for liaising with the Supplier's Exit Manager (referred to below). Such Authority Exit Manager shall be appropriately skilled and have the requisite authority to manage the Authority's responsibilities in relation to the Exit Plan.	1 day	Authority	Authority	Authority
2.	The Supplier shall appoint a manager ("Supplier's Exit Manager") who should be responsible for managing and co-ordinating implementation of the Exit Plan by the Supplier. The Supplier Exit Manager shall be appropriately skilled and have the requisite authority to manage the Supplier's responsibilities in relation to the Exit Plan. The responsibilities of the Supplier's Exit Manager shall include but not be limited to: <ul style="list-style-type: none"> participating in the planning and resourcing of Exit Plan for transferring responsibility for the provision of the maintenance, support and development of the HRIS system to the Authority or the Replacement Supplier; managing the Supplier's involvement in the implementation of the Exit Plan, including managing the Supplier's Resources allocated for its implementation and the timescales as contained therein. 	1 day	Authority	Supplier	Supplier
3.	The Authority shall advise the Supplier whether the Authority intends to migrate the maintenance, support and development of the HRIS system to a Replacement Supplier or to the Authority.	1 day	Authority	Authority	Authority

Ref No	Activity	Timescales from Exit Plan Start Date for completion of planned activity	Cost and Cost Allocation (according to terms of Paragraph 2.2 above) (Authority in these columns refers to both Authority and Replacement Supplier)		
			Voluntary Termination by the Authority or Termination for Authority Default	Termination for Supplier Default, Persistent Breach by Supplier and for Corrupt Gifts and Fraud by Supplier	Expiry and Termination for Force Majeure and Insolvency - Bankruptcy
4.	<p>Both the Supplier and the Authority shall meet and agree in good faith working diligently together a detailed project plan ("Exit Plan") in respect of the performance of all of their obligations set out in this Activity Matrix, such agreement not to be unreasonably withheld or delayed. The Exit Plan should contain as a minimum:</p> <ol style="list-style-type: none"> 1. Detailed Exit Programme with timescales, to include but not be limited to: <ol style="list-style-type: none"> a. Timescales for provision of all the Records b. Timescales for completion of all the tasks detailed in the Activity Matrix 2. Resource allocation for each specified task 	20 days from notification of whether [contracted provision] are to be migrated to Replacement Supplier or the Authority	Authority	Supplier	Each party shall bear its own costs

Ref No	Activity	Timescales from Exit Plan Start Date for completion of planned activity	Cost and Cost Allocation (according to terms of Paragraph 2.2 above) (Authority in these columns refers to both Authority and Replacement Supplier)		
			Voluntary Termination by the Authority or Termination for Authority Default	Termination for Supplier Default, Persistent Breach by Supplier and for Corrupt Gifts and Fraud by Supplier	Expiry and Termination for Force Majeure and Insolvency - Bankruptcy
5.	Provide the Authority or the Replacement Supplier sufficient skills transfer in so far as such relates to the maintenance, support and development of the HRIS system. The Authority shall use reasonable endeavours to ensure that personnel of the Authority and Replacement Supplier who attend such workshops have sufficient training and experience to benefit from the provision of the workshops.	As defined in Exit Plan, and in any case no earlier than 2 months and no later than 1 month prior to Expiry Termination Date	Authority	Supplier	Authority
6.	The Supplier shall transfer copies of the Records in an agreed electronic format (where possible) or such other available format to the Authority and make the same available at the Authority's request to the Replacement Supplier.	As defined in Exit Plan for each individual Record	Authority	Supplier	Supplier
7.	On completion of the migration of the maintenance, support and development of the HRIS system to the Authority or Replacement Supplier, the Supplier shall cease to use all Authority Data and, at the direction of the Authority, destroy all copies of the Authority Data within the timescale agreed with the Authority at that time and shall certify to the Authority that it has complied with this obligation.	As defined in Exit Plan	Authority	Supplier	Supplier
8.	The Authority shall return all items exclusively belonging to the Supplier and which the Authority is not entitled to retain under the terms of the contract.	As defined in the Exit Plan	Authority	Authority	Authority

Ref No	Activity	Timescales from Exit Plan Start Date for completion of planned activity	Cost and Cost Allocation (according to terms of Paragraph 2.2 above) (Authority in these columns refers to both Authority and Replacement Supplier)		
			Voluntary Termination by the Authority or Termination for Authority Default	Termination for Supplier Default, Persistent Breach by Supplier and for Corrupt Gifts and Fraud by Supplier	Expiry and Termination for Force Majeure and Insolvency - Bankruptcy
9.	The Supplier shall return all items exclusively belonging or transferred to the Authority under the agreements made as part of the Exit Plan, and which the Supplier is not entitled to retain under the terms of the contract, including all relevant certificates, warranties, licenses and leases.	As defined in the Exit Plan	Supplier	Supplier	Supplier
10.	The Supplier will participate in all relevant consultation and negotiation meetings relating to TUPE of relevant Supplier's Staff to the Authority or the Replacement Supplier	As defined in the Exit Plan	Authority	Supplier	Authority

Security Clearance Checklist for Cypriot Nationals/UK Nationals

The following table provides a list of required documents that the supplier's personnel shall submit to undergo security clearance screening.

ITEM TITLE	QUANTITY	COMMENTS	COST IN EURO	
SBAA/BFC Security Questionnaire	1	C.7 and C.12 of the security questionnaire should have their original signature.	N/A	[REDACTED]
Copy of Passport	1	(page with photo)	N/A	
Copy of Identify Card	1	(C.I.C both sides)	N/A	
Copy of Utility Bill	2	(date within the last 3 months to prove his/her home address in Cyprus)	N/A	
Police Criminal Record	1	(English version, from the Central Policy station)	[REDACTED]	
Sex Offenders Statement	1	(English version, from the Central Policy station)	N/A	

NOTE: THE ORIGINAL SIGNED DOCUMENTS MUST BE SUBMITTED AT THE POST OFFICE OF THEIR A

CONTRACT REVIEW MEETING (CRM) TERMS OF REFERENCE

Purpose

1. The Contract Review Meeting is responsible for driving forward the HRIS system and the underpinning contract to ensure that agreed HR and payroll outcomes are delivered in a cost effective and timely manner. The Members will carry out a review of both contract monitoring issues and contractual performance levels as part of the meeting. The Meeting will ensure In-Service Support levels and KPIs are being maintained and defined timescales included in the Incident Management Priority of Message of this SOR are met.

Responsibilities

2. The CRM will provide operational oversight and direction on HRIS issues, confirm performance against KPI targets and contractual compliance.
3. The meeting will also be the vehicle for the following:
 - a. to ensure assurance regimes and governance structures are fit for purpose, up to date and relevant whilst ensuring compliance with the Statement of Requirement (SoR);
 - b. to provide operational oversight and direction on BFC HRIS issues;
 - c. to identify any appropriate risks to the contracted service and assign ownership and timelines for resolution of these risks;
 - d. review recovery plans for performance improvement issues or referral to BFC Comrcl for consideration of non-compliance as required;
 - e. maintain and develop quality standards;
 - f. to provide oversight on technical issue as reported/logged by the HRIS Technical Meetings including ways forward, prioritisation and agree timescales for resolution.

Permanent Members of the CRM

4. BFC Standing members of the CRM are:
 - a. BFC-HQ-CmdSec-HdCivHR (Chair)
 - b. BFC-HQ-CMDSEC-CIVHR-TRANSMGR
 - c. BFC-HQ-CmdSec-CivHR-CS Mgr
 - d. BFC-HQ-CmdSec-CivHR-CS IMOffr
 - e. BFC-HQ-CmdSec-CivHR-CS PayHROffr
 - f. BFC-HQ-Transf-ProjOffr
 - g. UKStratCom-Comrcl D-07

- h. BFC-HQ-J6-Assurance-SO3
 - i. BFC-HQ-J6-Projects-SO3
 - j. BFC-HQ-CmdSec-FinPlansCOSUOff
- k. Provider(s) Standing members of the CRM are:
- i. General Manager;
 - ii. Designated Project Manager (Sec).
 - iii. Designated Technical Consultant(s)
 - iv. additional personnel from either the Authority or Provider(s)'s staff may attend on an as and when required basis.

Reports Required for CRM.

5. The Authority shall:
- a. Provide any additional papers which are for discussion at the meeting.
 - b. Circulate all papers and agenda to attendees four (4) working days before the meeting.
6. The Supplier shall provide a highlight report five (5) clear working days before the meeting outlining:
- a. Progress made since the last meeting including issues resolved and action updates.
 - b. Any outstanding issues or risks which need to be highlighted and/or discussed.
 - c. Evidence of KPI Metrics.
 - d. Version Control record of items moved between the Development Server, Quality Assurance Server and Production Server.
 - e. Any decisions which are outstanding or on which the Supplier requires an answer.
 - f. Next steps

Administration Responsibilities Required for CRM.

7. The Authority:
- a. The agenda will be provided by the BFC Project Officer four (4) days before the Meeting. Standing Agenda is at Appendix 1 to Annex L to Schedule 9.

- b. The BFC Project Officer shall retain final agreed versions of the CRM minutes in the project's files

8. The Supplier:

- a. shall minute the meeting, ensuring discussions are reflected and actions recorded. Minutes Template for CRB here enclosed in Annex B.
- b. shall be responsible for the issuing of the agreed agenda one (1) week prior to the meeting, liaising with the Authority for agenda items to be included, and the Supplier shall be responsible for producing minutes of the meeting for distribution no later than one (1) week after the date of the meeting and final minutes shall be agreed by all parties no later than ten (10) days after the date of the meeting and distributed no later than two (2) weeks by the Contractor

Frequency of Meetings

9. The CRM will be held Quarterly.

Venue of Meetings

10. Meetings will be held at the Authority's premises or virtually.

CONTRACT REVIEW MEETING (CRM) - STANDING AGENDA.

Item	Subject	Lead
(a)	(b)	(c)
1	Introductions	Head of Civ. HR
2	Opening Remarks	Head of Civ. HR
3	Civilian (Civ.) HR Update	Head of Civ. HR
4	Previous Minutes & Actions Arising/Action Matrix	BFC Project Officer
5	Provider(s) Quarterly Progress Reports	Provider(s) Gen Manager
6	Contract Compliance Report (Provider(s) Quarterly Performance Reports/KPI Metrics)	Provider(s) Gen Manager
7	Risks and Issues/Mitigation Actions	Provider(s) Gen Manager
8	Call-Off Hours Report	Provider(s) Gen Manager
9	J6 Update	BFC J2 Rep
10	Comrcl Update	Snr BFC Comrcl Rep
11	Financial Update	BFC Fin Rep
12	Any other Business	Head of Civ. HR
13	Date of Next Meeting	Sec

**HRIS CONTRACT REVIEW MEETINGS
MINUTES**

Date & Time:

Location:

Agenda Reference Number:

Attendees:

Name, Surname	Role Title

Apologies:

Name, Surname	Role Title

Agenda Item	Notes	Actions	Action owner	Decision
1. Introductions				

2. Opening Remarks				
3. Civ. HR Update				
4. Previous Minutes & Actions Arising/Action Matrix				
5. Provider(s) Quarterly Progress Reports				
6. Contract Compliance Report (Provider(s) Quarterly Performance Reports/KPI Metrics)				
7. Risks and Issues/Mitigation Actions				
8. Call-Off Hours Report				
9. J6 Update				
10. Comrcl Update				
11. Financial Update				
12. Any other Business				

13. Date of Next Meeting				
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Standard Quality Assurance Contractual Requirements Checklist

Normative Quality Assurance Requirements	
1	The Primary Quality Assurance Standard Requirements:
a	<i>AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. CoC shall be provided in accordance with DEFCON 627</i>
2	Developmental Software
a	<i>AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.</i>
3	Quality Plans
a	<i>No Deliverable Quality Plan is required reference DEFCON 602B 12/06.</i>
4	Concessions
a	<i>Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.</i>
5	Contractor Working Parties
a	<i>Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.</i>
6	Avoidance of Counterfeit Materiel
a	<i>Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.</i>
Informative Quality Assurance Standards	
7	Informative Quality Assurance Standards
a	<i>For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).</i>
b	<i>Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.</i>

Useful Resources

- [AQAPs Library](#)
- [JSP 940: Ministry of Defence policy for Quality, part 2: guidance \(updated 25 June 2021\) \(publishing.service.gov.uk\)](#)

DEFCONS (DEFENCE CONDITIONS) OBLIGATIONS MATRIX										
DEFCON NUMBER	DEFCON NAME	EDITION	CLAUSE NUMBER	RESPONSIBILITY	OBLIGATION OR ACTION	DATE REQUIRED	PERSON RESPONSIBLE FOR DELIVERY	PERSON RESPONSIBLE FOR RECEIPT	DATE DELIVERED/CONFIRMED	EVIDENCE AT [FILE REF & ENCL]
76	Contractor's Personnel at Govt Establishments	06/21	6	Contractor	Submission of list of Representatives who may need to enter a Government Establishment in connection with work under the contract.		Contractor			
76	Contractor's Personnel at Govt Establishments	06/21	7	MOD	Provision of passes for those Representatives who are approved.		Civ HR			
532B	Protection of Personal Data (Where personal Data is being Processed on behalf of the Authority)	09/21	9	Contractor	Record to be maintained of the number of Data Subject Requests and to be supplied to the MOD on request.		Contractor			
658	Cyber	09/21	2.1	MOD	Inform the contractor of the Cyber Risk Profile, and any subsequent change to the level.		J6			
658	Cyber	09/21	3.1.6	Contractor	Notify JSyCC WARP immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place.		J6			
694	Accounting for The Property of The Authority	07/21	1a	Contractor	Maintain a Public Stores Account.		Contractor			
694	Accounting for The Property of The Authority	07/21	1b	Contractor	Provision of quarterly reports.		Contractor			
703	IPR - Vesting in the Authority	06/21	4	Contractor	Marking any Copyright work.		Contractor			

703	IPR - Vesting in the Authority	06/21	6	Contractor	Retention of records and results and provision to MOD on request.		Contractor			
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HRIS Government Furnished Assets (GFA) Schedule

Ser	Description	Authority's Comment	Supplier's Response
GOVERNMENT FURNISHED EQUIPMENT			
1)	Source and install hardware/network/communications to meet the project schedule.	<p>The hardware identified will be procured by the MOD and the RRS network is already available. What other communications requirements are there?</p> <ul style="list-style-type: none"> 1) Number of HR system Users: 15 2) Number of HR Development User Licences: 5 3) Number of Payroll employees: Approx. 1450 employees + 300 Pensioners 	
GOVERNMENT FURNISHED RESOURCE			
2)	A project team to consist of: Contract Review Board and designated Project Team	Civilian HR will provide a designated Project Team consisting of the Project Manager/DO, Assistant DO, Project Technical SMEs and Key Users and the Contract Review Board (permanent members as per Annex J to Schedule 9)	
3)	Full-time availability systems administration/security support from the start of the project to shadow SAP®'s consultants.	Exactly what support is required for security and administration? Is this technical system administration or office admin support?	

		Currently, our IT Support Supplier (DXC) is responsible for monitoring and executing the daily operational activities needed to manage HRIS Servers, including the installation of Windows Server updates/patches, granting access to servers etc.	
4)	Preparation for Exit Plan	<p>Exactly what support is required? Technical support or administrative?</p> <p>When the exit plan takes place, it's essential the Development Environment/System that is currently hosted at Supplier's premises, to be installed/configured at Administration's premises by restoring the latest backup of Development System which is essential to include all data/functionality and pending deliverables.</p>	

GOVERNMENT FURNISHED FACILITIES			
5)	Office space to accommodate Supplier's Staff when required.	There is enough office space within C Block to accommodate supplier's staff. We cannot guarantee heating (other than the gas heaters in the winter) or aircon as there are a limited number of offices with aircon.	

6)	Hardware/network/communications support during project office working hours.	Exactly what hardware/network/communication support is required? Phones? Internet access? Will Supplier not use their own internet connection and mobile phones?	
7)	<p>I. Remote access to the server upon which the system will be installed (for monitoring the system health through Early Watch).</p> <p>II. Access to the internet (for downloading SAP software, new releases, updates and SAP support as needed).</p>	<p>Sections 19 to 27 of the Statement of Requirement provides full details on obligations the Supplier needs to meet which will enable them to become an MOD Trusted and Accredited Supplier and hence be granted remote access.</p> <p>Section 35d of the Statement of Requirement provides full details on temporary measures the Supplier must undertake to conduct software upgrades up until they get Accredited as per Sections 19 to 27 of the Statement of Requirement.</p>	
8)	Training facilities (when required).	There is plenty of space for training at BFC HQ. Will any specific equipment be needed?	
9)	Daily back up and disaster recovery facilities.	<p>A daily backup of Production Server data/functionality is performed at 20:00 every day.</p> <p>This backup is restored each month on QA Server.</p> <p>In case of disaster, the backup of previous day will be used.</p>	

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No: 703880450-

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. <u>Contract Number</u> 703880450				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

Please continue on additional sheets where necessary.

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

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

DEFFORM 111 (Edn 10/22)
Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

☎ [REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name [REDACTED]

Address [REDACTED]

Email: [REDACTED]

☎ [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

☎☎

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:

☎☎

(b) U.I.N. [REDACTED]

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

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:

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

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

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.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.