**RM6100 Technology Services 3 Agreement**

**Framework Schedule 4 - Annex 1**

**Lots 2, 3 and 5 Order Form**

**Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **18 June 2024** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 –Key Performance Indicators, Knowledge Transfer and Service Level Agreements;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| --- | --- |
| **Contract Details** | |
| **Contract Reference:** | 711878450 |

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| --- | --- |
| **Contract Title:** | Software Defined Army |

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| --- | --- |
| **Contract Description:** | Beta infrastructure delivery |

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| --- | --- |
| **Contract Anticipated Potential Value:** | £2,359,800 |

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| --- | --- |
| **Estimated Year 1 Charges:** | £2,359,800 |

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| --- | --- |
| **Commencement Date:** | 18 June 2024 |

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| **Buyer details** |
| **Buyer organisation name**  Ministry of Defence |

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| --- |
| **Billing address**  **Redacted for sensitivity** |

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| **Buyer representative name**  **Redacted for sensitivity** |

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| **Buyer representative contact details**  **Redacted for sensitivity** |

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| **Buyer Project Reference**  711878450- Software Defined Army |  |

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| --- |
| **Supplier details** |
| **Supplier name**  Digi2al Ltd |

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| --- |
| **Supplier address**  **Redacted for sensitivity** |

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| **Supplier representative name**  **Redacted for sensitivity** |

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| **Supplier representative contact details**  **Redacted for sensitivity** |

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| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**  A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier’s Catalogue Service Offer Reference Number.  RM6100-Lot2-Digi2al-002 |

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| **Guarantor details**  *Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.* |
| **Guarantor Company Name**  Not Applicable |

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| **Guarantor Company Number**  Not Applicable |

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| **Guarantor Registered Address**  Not Applicable |

**Section B**

**Part A – Framework Lot**

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| --- | --- |
| **Framework Lot under which this Order is being placed** | |
| 1. TRANSITION & TRANSFORMATION |  |

**Part B – The Services Requirement**

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| --- |
| **Commencement Date**  Please see above in Section A |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Contract Period**   |  |  | | --- | --- | | **Lot** | **Maximum Term (including Initial Term and Extension Period) – Months** | | **2** | 24 | | | |
| **Initial Term**  10 months | **Extension Period (Optional)**  10 months | |
| **Minimum Notice Period for exercise of Termination Without Cause** | | Twenty(20) Working Days |

|  |
| --- |
| **Sites for the provision of the Services**  The Supplier shall provide the Services from the following Sites**:**  **Suppliers Premises:**  **Redacted for sensitivity**  **Third Party Premises:**  Not Applicable |

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| **Buyer Assets**  In accordance with Statement of Requirement section – ‘Government Furnished Assets’ |

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| **Additional Standards**  **Quality Standards**  The quality standards required for this Call-Off Contract shall the UK Government Service Manual https://www.gov.uk/service-manual  Further quality standards required for this Call-Off Contract are:   * No Deliverable Quality Plan is required reference DEFCON 602B 12/06; * Concessions shall be managed in accordance with Def Stan. 05- 061 Part 1, Issue 6 - Quality Assurance Procedural Requirements – Concessions; and * 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.   **Technical Standards**  The supplier is expected to deliver the work packages using the most appropriate project management (e.g. Agile, PRINCE2), as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).  **Supplemental Requirements in addition to the Call-off Terms**   1. The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services.  Acting reasonably, the Buyer may request the replacement of any resource it considers to be falling below, or to have fallen below, the standard that would be reasonably expected in technical delivery and/or professionalism required to deliver the Services.  The Supplier shall use all reasonable endeavours to provide a suitable alternative resource to replace such resource at no additional cost to the Buyer, with the proposed replacement identified to the Authority for its comment prior to their commencement in support of the Contract; 2. Should the Supplier wish to change/replace resources delivering the Services during the term of the Contract, it shall engage with the Authority to advise of its proposed replacement(s) including their standards and skills and experience to safeguard delivery of the Services; |

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| **Buyer Security Policy**  Security   1. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer’s security policy and protect all aspects and processes associated with the delivery of the Services. 2. The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software. 3. The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Information however it may be recorded. 4. Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security> 5. If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date. |
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| **Buyer ICT Policy** |

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| **Insurance**  Third Party Public Liability Insurance - £1,000,000.00  Professional Indemnity Insurance - £1,000,000.00  Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law. |

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| **Buyer Responsibilities**  The Buyer is responsible for providing all equipment and necessary information and access to such information that may be reasonably required for the performance of the Contract. |

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| **Goods**  Not Applicable |

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| **Governance – Option Part A or Part B**   |  | | --- | | **Governance Schedule** | | Part A – Short Form Governance Schedule |   The Part selected above shall apply this Contract. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Change Control Procedure – Option Part A or Part B**   |  |  | | --- | --- | | **Change Control Schedule** | **Tick as applicable** | | Part A – Short Form Change Control Schedule | ☐ | | ~~Part B – Long Form Change Control Schedule~~ | ☐ |   The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):  for the purpose of Paragraph 3.1.2 (a), the figure shall be £[]; and  for the purpose of Paragraph 8.2.2, the figure shall be £[]. |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Additional Schedules and Clauses** *(see Annex 3 of Framework Schedule 4)*  **Part A – Additional Schedules**   |  | | --- | | **Additional Schedules** | | S9: MOD Terms |   **Part B – Additional Clauses**   |  | | --- | | **Additional Clauses** | | C1: Relevant Convictions | | C2: Security Measures |   Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.  **Part C - Alternative Clauses**  The following Alternative Clauses will apply:  NOT USED  Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract. |

**Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A**

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| **Additional Schedule S3 (Security Requirements)**  Not Applicable |

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| **Additional Schedule S4 (Staff Transfer)**  Not Applicable |

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| **Additional Clause C1 (Relevant Convictions)**  Not Applicable – Please refer to Clause. |

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| --- |
| **Additional Clause C3 (Collaboration Agreement)**  Not Applicable – Please refer to Clause. |

**Section D**

**Supplier Response**

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| --- |
| **Commercially Sensitive information**  Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*  **Redacted for sensitivity** |

**Section E**

**Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

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| **SIGNATURES** |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name | **Redacted for sensitivity** |
| Job role/title | **Redacted for sensitivity** |
| Signature | **Redacted for sensitivity** |
| Date | **12 June 2024** |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **Redacted for sensitivity** |
| Job role/title | **Redacted for sensitivity** |
| Signature | **Redacted for sensitivity** |
| Date | **18th June 2024** |

**Attachment 1 – Services Specification**

**Redacted for sensitivity**

**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments**

**Redacted for sensitivity**

**Part C – Early Termination Fee(s)**

Ten (10) working days formal notice, as in accordance with Part B – The Services Requirement, Order Form, Contract Period, is required. No early termination fee will be applicable to this notice period. Should the Authority with to terminate the Contract with less than 10 working days notice, the Authority will be obligated to pay the full 10 working days charge.

**Attachment 3 – Outline Implementation Plan**

**Redacted for sensitivity**

**Attachment 4 – Key Performance Indicators and Knowledge Transfer**

**A - Knowledge Transfer**

**Redacted for sensitivity**

**B – Key Performance Indicators**

**Redacted for sensitivity**

**Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

### The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

**Part A – Key Supplier Personnel**

|  |  |
| --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** |
| **Redacted for sensitivity** | **Redacted for sensitivity** |
| **Redacted for sensitivity** | **Redacted for sensitivity** |

**Part B – Key Sub-Contractors**

NOT APPLICABLE

**Attachment 6 – Software**

### The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

### The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

**Part A – Supplier Software**

The Supplier Software includes the following items:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Third Party Software** | **Supplier** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non-COTS)** | **Term/**  **Expiry** |
| N/A |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**Part B – Third Party Software**

The Third Party Software shall include the following items:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Third Party Software** | **Supplier** | **Purpose** | **Number of Licences** | **Restrictions** | **Type (COTS or Non-COTS)** | **Term/**  **Expiry** |
| N/A |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Attachment 7 – Financial Distress**

NOT USED

**Attachment 8 – Governance**

**PART A – SHORT FORM GOVERNANCE**

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

|  |  |
| --- | --- |
| **Operational Board** | |
| Buyer Members for the Operational Board | **Redacted for sensitivity** |
| Supplier Members for the Operational Board | **Redacted for sensitivity** |
| Frequency of the Operational Board | The delivery of this contract will be managed through sprint updates every two weeks and oversight meetings with SO1 RAS and monthly formal reviews (also with **Redacted for sensitivity**). Meetings will take place in person either at the Army HQ or at the service providers premises by mutual agreement. Progress reports provided by the supplier should detail the delivery plan against each of the workstrands and progress against the baseline delivery plan highlighting progress to date, plan to the end, risks, issues, opportunities and mitigations. |
| Location of the Operational Board | Meetings will take place in person either at the Army HQ or at the service providers premises by mutual agreement. |

**Attachment 9 – Schedule of Processing, Personal Data and Data Subjects**

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

* + - 1. The contact details of the Buyer’s Data Protection Officer are: **Redacted for sensitivity**
      2. The contact details of the Supplier’s Data Protection Officer are: **Redacted for sensitivity**
      3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
      4. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | [**The Authority is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:   * Ministry of Defence (MoD) personnel records of various types, including in its “raw” form and once processed, visualised, etc. This is assessed and outlined in full in the DPIA.   **The Supplier is Controller and the Authority is Processor**  The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data*:*   * **NOT APPLICABLE**   **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * Business contact details of Supplier Personnel for which the Sup-plier is the Controller; * Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer(excluding the Sup-plier Personnel) engaged in the performance of the Buyer’s duties under the Contract) for which the Buyer is the Controller,   For the purpose of Clause 1.2 of the joint controller clauses the either Buyer or Supplier shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e).  **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of*:*   * Business contact details of Supplier Personnel for which the Sup-plier is the Controller; * Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer(excluding the Sup-plier Personnel) engaged in the performance of the Buyer’s duties under the Contract) for which the Buyer is the Controller, |
| Duration of the processing | As required, for the duration of the contract. We expect the Supplier to cease access to and delete all locally held Personal Data. While the Supplier should not need to process any Personal Data on any devices or servers that are not owned or managed by the MoD, the processing will also end once the Supplier has destroyed/deleted any Personal Data of which they are incidentally in possession. |
| Nature and purposes of the processing | Processing is required for the purpose of providing visualisations of MoD personnel (and other) data. Predominantly, the nature of the processing will be: transformation (merging several data sources, cleansing them, standardising their formats, etc.), visualisation (e.g. on dashboards) and potentially serving original or transformed data to other applications (e.g. via APIs) |
| Type of Personal Data | Data will include that about the person and their job, their location, their qualifications, their medical state, and other deployability and availability elements. Please see the DPIA for more information. |
| Categories of Data Subject | Military personnel (Other non-personal data will also be processed) |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | There should be no need for the return or destruction of data by the supplier, since they should not retain it on their devices/systems; however, it should be returned and destroyed immediately after its use under contract, if it is accidentally or temporarily retained. This should be by exception and with explicit permission from the SRO or delegated personnel. |

**Attachment 10 – Transparency Reports**

**NOT USED**

**Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses**

FRAMEWORK SCHEDULE 4 – Annex 4

**ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5**

|  |  |  |
| --- | --- | --- |
| **ALTERNATIVE CLAUSES**  **Clause 1 – JOINT CONTROLLER CLAUSES** | | |
| **ADDITIONAL CLAUSES AND SCHEDULES** | | |
| **SCHEDULES** |  |  |
|  | S1 | NOT USED |
|  | S2 | NOT USED |
|  | S3 | NOT USED |
|  | S4 | NOT USED |
|  | S5 | NOT USED |
|  | S6 | NOT USED |
|  | S7 | NOT USED |
|  | S8 | NOT USED |
|  | S9 | MOD Terms |
| **CLAUSES** |  |  |
|  | C1 | Relevant Convictions |
|  | C2 | Security Measures |
|  | C3 | NOT USED |

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 55. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

**ADDITIONAL CLAUSES AND SCHEDULES - SCHEDULES**

**S1 IMPLEMENTATION PLAN**

### NOT USED

**S2 TESTING PROCEDURES**

**not used**

**S3 SECURITY REQUIREMENTS**

**NOT USED**

**S4 STAFF TRANSFER**

**NOT USED**

**S5 BENCHMARKING**

**NOT USED**

**S6 BUSINESS CONTINUITY AND DISASTER RECOVERY**

**NOT USED**

**S7 CONTINUOUS IMPROVEMENT**

**NOT USED**

**S8 GUARANTEE**

**NOT USED**

**S9 MOD TERMS**

1. **DEFINITIONS**
   1. In this Schedule, the following definitions shall apply:

|  |  |
| --- | --- |
| **"MOD Terms and Conditions"** | the terms and conditions listed in this Schedule; |
| **"MOD Site"** | shall include any of Her Majesty's Ships or Vessels and Service Stations; and |
| **"Officer in charge"** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments. |

1. **ACCESS TO MOD SITES**
   1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Services.
   2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
   3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's Personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
   4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
   5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
   6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
   7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
   8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier
2. **DEFCONS and DEFFORMS**
   1. The DEFCONS and DEFORMS listed in the Annex to this Schedule are incorporated into this Contract.
   2. In the event of a conflict between any DEFCONs and DEFFORMS listed in the Annex to this Schedule and the other terms in this Contract, the DEFCONs and DEFFORMS shall prevail.

**ANNEX A - MOD DEFCONs AND DEFFORMs**

|  |  |  |  |
| --- | --- | --- | --- |
| **DEFCON NUMBER** | **DESCRIPTION** | | |
| DEFCON 5J | | Unique Identifiers | |
| DEFCON 76 | | Contractor's Personnel At Government Establishments | |
| DEFCON 113 | | Diversion Orders | |
| DEFCON 129J | | The use of the electronic business delivery form | |
| DEFCON 513 | | Value Added Tax | |
| DEFCON 518 02/17 | | Transfer | |
| DEFCON 520 05/18 | | Corrupt Gifts And Payments Of Commission | |
| DEFCON 522 | | Payment and Recovery of Sums Due | |
| DEFCON 532A 04/20 | | Protection of Personal Data (Where Data is not being processed on behalf on the Authority) | |
| DEFCON 531 -11/14 | | Disclosure Of Information | |
| DEFCON 539 08/13 | | Transparency | |
| DEFCON 550 02/14 | | Child Labour and Employment Law | |
| DEFCON 566 10/20 | | Change of Control of Contractor | |
| DEFCON 602B 12/06 | | Quality Assurance (Without Deliverable Quality Plan) | |
| DEFCON 627 11/21 | | Quality Assurance – Requirement for a Certificate of Conformity | |
| DEFCON 632 11/21 | | Third Party Intellectual Property – Rights and Restrictions | |
| DEFCON 642 07/21 | | Progress Meetings | |
| DEFCON 658 | | Cyber (Ref: RAR-240515A04– Very Low) | |
| DEFCON 703 06/21 | | Intellectual Property Rights – Vesting In the Authority | |
| DEFCON 707 04/22 | | Rights in Technical Data | |
| **DEFFORM NUMBER** | **DESCRIPTION** | | |
| DEFFORM 129J | The Use Of The electronic Business Delivery Form | | |
| DEFORM 702 | Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality | | |
|  | | | The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid |

**ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES**

**C1**

1. **RELEVANT CONVICTIONS** 
   1. For the purpose of this Clause, the following definitions shall apply:

|  |  |
| --- | --- |
| **“Conviction”** | 1. means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; and |
| **“Relevant Conviction”** | 1. means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form. |

* 1. The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Buyer.
  2. Notwithstanding Clause 1.3.1, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):
     1. carry out a check with the records held by the Department for Education (DfE);
     2. conduct thorough questioning regarding any Relevant Convictions; and
     3. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

## and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

**C2**

1. **SECURITY MEASURES**
   1. For the purpose of this Clause, the following definitions shall apply:

|  |  |
| --- | --- |
| **“Document”** | 1. includes specifications, plans, drawings, photographs and books; |
| **“Secret Matter”** | 1. means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter be, by a notice in writing given by the Buyer to the Supplier be designated 'top secret' or 'secret'; and |
| **“Servant”** | 1. where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called. |

* 1. The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:
     1. without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
     2. disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;
     3. without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a servant of the Supplier; or
     4. disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.
  2. Without prejudice to the provisions of Clause 1.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:
     1. no such person as is mentioned in Clause 1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;
     2. that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;
     3. that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;
     4. that all information about any Secret Matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
     5. that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Buyer of any such document, model or item as is mentioned in Clause 1.3.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
  3. The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 1.2 shall be final and conclusive.
  4. If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.
  5. If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of this Contract.
  6. If, at any time either before or after the expiry or termination of this Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
  7. The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 1.2 and 1.3 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause C2 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
  8. The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause C2, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:
     1. give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause C2 into operation in such cases and to such extent as the Buyer may direct;
     2. if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause C2, notify such breach forthwith to the Buyer; and
     3. if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 1.12.
  9. The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Clause C2 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.
  10. Nothing in this Clause C2 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.
  11. If the Buyer shall consider that any of the following events has occurred:
      1. that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause C2; or
      2. that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or
      3. that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 1.12.2, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;

and shall also decide that the interests of the State require the termination of this Contract, the Buyer may by notice in writing terminate this Contract forthwith.

* 1. A decision of the Buyer to terminate this Contract in accordance with the provisions of Clause 1.12 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.
  2. **Supplier’s notice**
     1. The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 1.12, give the Buyer notice in writing requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Clause 1.12 and to give particulars of that event; and
     2. the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.
  3. **Matters pursuant to termination**
     1. The termination of this Contract pursuant to Clause 1.12 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;
     2. The Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Contract if this Contract had not been terminated, or at a reasonable price;
     3. The Buyer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause C2 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Clause; and
     4. Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Contract
     5. If, after notice of termination of this Contract pursuant to the provisions of Clause 1.12:
        1. the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 1.14; or
        2. the Buyer shall state in the statement and particulars detailed in Clause 1.14 that the event upon which the Buyer's decision to terminate this Contract was based on an event mentioned in Clause 1.12.3,

1. the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:
   * + 1. the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 1.12 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;
       2. the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
       3. the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;
       4. if hardship to the Supplier should arise from the operation of this Clause 1.15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Clause shall be final and conclusive; and
       5. subject to the operation of Clauses 1.15.3, 1.15.4 and 1.15.5, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

**C3 -** COLLABORATION AGREEMENT

Not used

**Annex 2 – Call Off Terms**

(Document separated out)