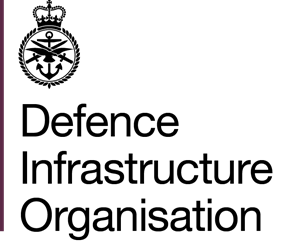
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| --- | --- | --- | --- |
|  | | | |
|  | **DATED** | **2024** |  |
|  | | | |
|  | **THE SECRETARY OF STATE FOR DEFENCE**  **AND**  **SODEXO LIMITED** | | **(1)**  **(2)** |
|  | **CYPRUS OVERSEAS PRIME SOFT FACILITIES MANAGEMENT CONTRACT**  **BOOKLET 2: CONDITIONS OF CONTRACT**  **CONTRACT NUMBER: 701536386** | |  |

****

**THIS CONTRACT** is made on                                                                                        2024

**BETWEEN**

The *Employer* (acting as part of the Crown) and the *Contractor* as defined at Contract Data Part one and Part two respectively.

**WHEREAS** the *Employer* wishes to have provided the facilities management services specified in the Service Information.

**NOW IT IS AGREED THAT**

1 The *Contractor* shall Provide the Service in accordance with this Contract.

2 The *Employer* shall pay the *Contractor* the amount due in accordance with this Contract.

3 The documents forming this Contract are:

3.1 this Form of Agreement forming part of this Booklet 2 (*Conditions of Contract*);

3.2 this Booklet 2 (*Conditions of Contract*);

3.3 the Contract Data Part one;

3.4 Booklet 3 (*Service Information*), Booklet 4A (*Employer* *Supplied Information*) and Booklet 5 (*Price Information*);

3.5 any other documents included as contract documents which are annexed hereto and initialled by the Parties; and

3.6 Booklet 4B (*Employer Supplied Information*);

3.7 the Contract Data Part two and Booklet 6 (*Contractor’s Plan and Tender's Response*).

4 If there is any inconsistency between the provisions of the documents forming this Contract as set out in Clause 3 immediately above, the conflict shall be resolved according to the descending order of priority as they appear in the list in Clause 3 above and so that the first mentioned will in each case take priority over those which follow.

**IN WITNESS WHEREOF** this Contract is executed by the Parties as a deed and delivered on the date set out above.

|  |  |
| --- | --- |
| The corporate seal of  **SECRETARY OF STATE FOR DEFENCE**  hereunto affixed is authenticated by: | )  )  ) |
|  |  |
|  |  |
| Signed |  |
|  |  |
|  |  |
| Name |  |
|  |  |
|  |  |
| Position |  |
| Authorised by The Secretary of State |  |

|  |  |
| --- | --- |
| Executed as a deed by  **SODEXO LIMITED** acting by two directors | )     ) |
|  |  |
| Director’s name  ………………………………………….. | Director’s signature  …………………………………………………… |
|  |  |
| Director’s name | Director’s signature |
| ……………………………………………. | ........................................................................ |

1. **Contents**

PART 1 - GENERAL 1

1 Actions 1

2 Identified and defined terms 1

3 Interpretation and the Law 1

4 Communications 3

5 The *Service Manager/Service Manager’s Representative(s)* 4

6 *Contractor* Presence on the Affected Property 4

7 Early Warnings 11

8 Ambiguities and Inconsistencies 11

9 Illegal and Impossible Requirements 12

10 Decoupling and Subcontracting with The Crown 12

11 Change and Amendments to Contract 12

12 Contract Changes and Additional Services 13

13 Task Order Management Process 14

14 Collaborative Business Relationships 15

15 Approval by the *Employer* or *Service Manager* 15

16 Contractors on Deployed Operations 16

17 Parent Company Guarantee 27

PART 2 - THE *CONTRACTOR’S* MAIN RESPONSIBILITIES 27

18 Providing the Service 27

19 The *Contractor*’s Plan 30

20 Revising the *Contractor*’s Plan 31

21 People 31

22 Working with Others 34

23 Sub-Contracting 35

24 Subcontracting and Prompt payment 36

25 Other Responsibilities 37

26 Supply Chain Resilience and Risk Awareness 37

27 Health & Safety and the Environment 38

28 Access and Facilities provided by the *Contractor* 38

29 IR35 Off-Payroll Rules 38

30 Import Export Duties 39

31 Import and Export Licences 40

32 SME Spend Data Collection 44

33 Advertising Sub-Contracts (Defence and Security Public Contracts Regulation 2011 only) 45

34 Diversion Orders 46

PART 3 - TIME 47

35 Contract Period, Mobilisation, the Service Period and Options 47

36 Instructions to Stop or Not to Start Services 50

37 Timescales 50

PART 4 - TESTING AND DEFECTS 50

38 Tests and Inspections 51

39 Notifying and Correcting Service Failures 51

40 Accepting Service Failures 51

41 Service Failure in the Delivery of the Services 52

PART 5 - PAYMENT 52

42 Assessing the Amount Due 52

43 Payment under CP&F 54

44 The Use of the Electronic Business Delivery Form 54

45 Unique Identifiers 55

46 Milestone Payments during Mobilisation 56

47 Disputed Amounts 56

48 Interest 57

49 Value Added Tax and Other Taxes 58

50 Tax Compliance 59

51 Recovery of Sums Due 61

52 Expenses 61

53 Retail and Leisure Services and Force Account 61

PART 6 - COMPENSATION EVENTS AND FORCE MAJEURE EVENTS 63

54 Compensation Events 63

55 Notifying Compensation Events 65

56 Quotations for Compensation Events 69

57 Assessing Compensation Events 70

58 The *Service Manager’s* Assessments 72

59 Implementing Compensation Events 72

60 Force Majeure Events 73

PART 7 - EQUIPMENT 74

61 Issued Property 74

62 Accounting for the Property of the *Employer* 77

63 *Employer* Dependencies and Interdependent Contracts 79

64 Equipment 82

65 Outgoing Contractor’s Stock, Assets and Equipment 83

66 Not Used 83

67 Counterfeit Materiel 83

PART 8 - RISKS AND INSURANCE 85

68 The *Contractor’s* Risks 85

69 Indemnities and Liability 86

70 Insurance Cover 90

71 Required Insurances 93

72 War Risk Indemnity 98

PART 9 - DISPUTES AND TERMINATION 101

73 Termination 101

74 Reasons for Termination 103

75 Procedures on Termination 104

76 Payment on Termination 107

77 Termination for Convenience 109

78 Dispute Resolution 111

79 Dispute Resolution Procedure 111

80 Continuing Obligations 112

81 Exit Strategy 113

PART 10 - TUPE, PENSIONS AND EMPLOYMENT 113

82 Employee Transfer Arrangements on Entry and Exit 113

PART 11 - PERFORMANCE AND REMEDIES 113

83 Performance Management Regime 113

84 Benchmarking 113

85 Progress 114

86 Service Improvement 115

87 Conflicts of Interest 116

88 Fraud and Prevention of Corruption 118

89 Corrupt Gifts and Payments of Commission 119

90 Discrimination 120

91 Taking Action (Measures in a Crisis and Employer Step-in) 121

92 Measures in a Crisis 121

93 *Employer* Step-In 124

PART 12 - RECORDS, AUDIT AND REPORTING 126

94 Financial Management Information 126

95 Retention and Supply of Records and Data 126

96 Audit 127

97 Quality Management and Assurance 130

PART 13 - INFORMATION PROVISIONS 130

98 Protection of Personal Data 130

99 Transparency 134

100 Disclosure of Information 135

101 Freedom of Information Act 138

102 Requirement for a Certificate of Conformity 139

PART 14 - SECURITY PROVISIONS 140

103 Cyber 140

104 Security Measures 148

105 Personnel 150

106 Publicity, Insignia and Signage 153

107 Official-Sensitive Security Requirements 153

PART 15 - ASSET RELATED PROVISIONS 154

108 Not Used 154

109 Not Used 154

110 Supply of Data for Hazardous Articles, Mixtures and Substances 154

111 Delivery, Acceptance, Rejection, Loss of or Damage to the Articles 156

112 Timber and Wood-Derived Products 159

113 Transport 161

114 Intellectual Property Rights 162

PART 16 - GENERAL CONTRACT PROVISIONS 164

115 Change of Control 164

116 Assignment 166

117 Waiver 166

118 Severability 167

119 Third Party Rights 167

120 No Partnership, Agency, Crown Immunity or membership of the force or civilian component 167

121 Business Continuity 168

122 Co-operation on Expiry of Contract 168

123 Pricing and Quality Representation Letter 168

**Annexes**

A - Defined Terms and Abbreviations

B - Contract Change Management Process

C - Parent Company Guarantee

D - Performance Management Regime

E - Pricing and Quality Representation Letter Template

F - Security Aspects Letter

G - Transfer Regulations

H - Sub-Contractor Warranty

I – Licence to Occupy

J - Sensitive Information (DEFFORM 539A)

K - Contractors on Deployed Operations Sub-Contractor Clause

L – Not Used

M - Accounting for the Property of the *Employer*

N (inc N1) - Financial Management Information

O - Timber and Wood-Derived Products

P - Security Measures to be included in relevant Sub-Contracts

Q – DEFFORM 532 (Personal Data Particulars)

R – Cyber Provisions to be included in Relevant Sub-Contracts

S – DEFFORM 539B - Publishable Performance Information – Key Performance Indicator Data Report (KPI Data Report)

**[REDACTED]**