

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 **1st August 2023** 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 and Knowledge Transfer;
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:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	DF/100
Contract Title:	Defence Service Manual Beta Blocks (August 23-July 24)
Contract Description:	Beta Service Blocks to enable delivery of the Defence Service Manual project.
Contract Anticipated Potential Value:	£424,768.50 (ex VAT) – T&M (Limit of Liability)
Estimated Year 1 Charges:	£424,768.50 (ex VAT)
Commencement Date:	1 st August 2023

Buyer details

Buyer organisation name

Defence Digital, UK Strategic Command, Ministry of Defence

Billing address

MOD Corsham, B2, Building 405, Westwells Road, Corsham, Wiltshire SN13 9NR

Buyer representative name

Redacted Under FOIA Section 40, Personal Interests

Buyer representative contact details

Redacted Under FOIA Section 40, Personal Interests

Buyer Project Reference

DF/100

Supplier details

Supplier name

Digi2al Ltd

Supplier address

New Kings Beam House, 22 Upper Ground, London, SE1 9PD

Supplier representative name

Redacted Under FOIA Section 40, Personal Interests

Supplier representative contact details

Redacted Under FOIA Section 40, Personal Interests

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

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

Guarantor Company Number

Not Applicable

Guarantor Registered Address

Not Applicable

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

2. TRANSITION & TRANSFORMATION

Part B – The Services Requirement

Commencement Date

Please see above in Section A

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	18

Initial Term Months

12 months

Extension Period (Optional) Months

2 x 3 months

Minimum Notice Period for exercise of Termination Without Cause Ten (10) Working Days

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

MOD Main Building, Whitehall, Westminster, London SW1A 2HB

The Authority's preference is for the scope of this Contract to be delivered from MOD Main Building (Location). In recognition of the current climate, however, the Authority acknowledges that flexibility may be needed through the Contract Term with respect to delivery location. Any Contractor requests for remote working away i.e. away from the Location shall be made in writing and in advance to the Authority's Project Manager (or nominated representative for review and decision), inclusive of the reasons for such request. The Authority shall review the request and respond to the Contractor, with any approval subject still to a minimum number of one (1) days per week working at the Location for all resources. The Contract Value includes the costs of T&S associated with being based in Main Building London.

Should the Supplier be required to work at alternative locations, this will be subject to the Governments Standard Travel and Subsistence rates.

The Standard Government T&S rates apply (i.a.w. MOD Departmental rates) for travel outside of the M25. All T&S must be approved by the Authority's Project Manager or nominated Defence Digital representative prior to bookings being made and/or costs incurred. Failure to secure prior acceptance will result in the rejection of associated T&S costs and invoices.

Receipts

When claiming the reimbursement of actual costs you must be able to support the claim with valid receipts. For example, a claim for a meal or snack should be supported by the receipted bill.

Alcohol: Alcohol consumption cannot be claimed within any element of subsistence. Alcohol may be selected if it is provided free, as part of a meal deal.

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

The team will require MODNET devices and access to relevant data in order to deliver the work. The Buyer shall supply the Supplier with all necessary access to the above, that may be required. The Supplier must inform the Buyer at their earlier convenience of any new personal that must be onboarded, to limited delays.

Additional Standards

Quality Standards

The quality standards required for this Call-Off Contract are:

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627;
- No Deliverable Quality Plan is required reference DEFCON 602B;
- Concessions shall be managed in accordance with Def Stan. 05- 061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions; and
- 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.

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

The following additional requirements shall apply:

- 1) In accordance with IR35 Assessment number IR352210, it has been determined that Off-Payroll Working Rules (IR35) do not apply to this Call-Off Contract.
- 2) The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services.
- 3) Within the scope of the Call-Off Contract, the Supplier will provide individuals holding current SC security clearance; evidence of which is be provided prior to the start date.
- 4) 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.
- 5) Nevertheless, in line with the IR35 Status Determination however, the Authority hereby accepts the right of individual workers (PSCs or Sole Traders) to provide a substitute whenever necessary.

- 6) In this scenario, the individual worker shall warrant that substitutes are suitably qualified, experienced, and security cleared to ensure the satisfactory delivery of the services for Contract DF/100.
- 7) The Supplier shall remain liable for the services completed by substitute personnel and the individual worker shall bear any costs associated with providing a substitute, including payments made by the worker or their business to the substitute.
- 8) During this Call-Off Contract, contractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of **Redacted Under FOIA Section 43, Commercial Interests**;
- 9) The third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit;
- 10) All agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of **Redacted Under FOIA Section 43, Commercial Interests** for each individual claim during the Call-Off Contract, and for **Redacted Under FOIA Section 43, Commercial Interests** after the End or Expiry Date; and
- 11) All agents and professional consultants involved in the Services hold employer's liability insurance (except where exempt under Law) to a minimum indemnity of **Redacted Under FOIA Section 43, Commercial Interests** for each individual claim during the Call-Off Contract, and for **Redacted Under FOIA Section 43, Commercial Interests** after the End or Expiry Date.

Buyer Security Policy

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. If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
4. Responsibility for costs will be at the:
 - 4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
5. 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.
6. 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>

7. 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.

Buyer ICT Policy

On receipt of a MODNet Device, the Supplier will be asked to review and sign ICT Policies.

Insurance

Third Party Public Liability Insurance - **Redacted Under FOIA Section 43, Commercial Interests**

Professional Indemnity Insurance - **Redacted Under FOIA Section 43, Commercial Interests**

Employers' liability insurance with a minimum limit of **Redacted Under FOIA Section 43, Commercial Interests** or any higher minimum limit required by Law.

Buyer Responsibilities

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

Goods

Not Applicable

Governance – Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Not Applicable.

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

Additional Schedule S3 (Security Requirements)

Not Applicable

Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Clause C1 (Relevant Convictions)

Not Applicable – Please refer to Clause C1 (Relevant Convictions)

Additional Clause C3 (Collaboration Agreement)

Not Applicable – Please refer to Clause C3 (Collaboration Agreement)

Section D Supplier Response

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.*

Attachment 2 - all pricing information and team shapes

Attachment 3 – MOD Official Sensitive information

Attachment 5 – key contacts

Attachment 9 - contact details

Section E

Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	Redacted Under FOIA Section 40, Personal Information
Job role/title	Redacted Under FOIA Section 40, Personal Information
Signature	Redacted Under FOIA Section 40, Personal Information
Date	

For and on behalf of the Buyer

Name	Redacted Under FOIA Section 40, Personal Information
Job role/title	Redacted Under FOIA Section 40, Personal Information
Signature	Redacted Under FOIA Section 40, Personal Information
Date	01/08/2023

Attachment 1 – Services Specification

This service pack is designed to help clients seeking to partner with a highly skilled and proven delivery supplier with extensive knowledge of working to Government Digital standards, User Centred Design (UCD) and Agile development.

This should be used by clients with technical and delivery capability gaps within existing and new teams. It enables a team-of-teams approach, where there are multiple Beta teams, alongside central coherence, to deliver services which are fully aligned with each other and wider customer strategy. It enables best value for money through re-use (e.g., code, architectural patterns) and delivers outcomes based on user needs and in line with government service standards.

This service pack provides the customer with the flexibility to prioritise different Beta outcomes depending on the needs of the business. The Service Pack can be described as a “block” of beta delivery where we would expect 2 sprints of agile delivery per block (19 days per block). If the Beta is particularly complex, then multiple blocks will need to be purchased to achieve the overall beta outcomes.

Expected outputs:

- Agile service delivery in line with GDS Service Manual and Standard, specifically public and private beta delivery.

Expected outcomes:

- Delivery of impactful and coherent digital services
- Delivery against multiple business needs within the contracted period
- Upskilling customers team members in agile and user centred design

Please refer to Appendix 1 for a copy of the Supplier Proposal.

Delivery risks

As part of the delivery process, the Defence Service Manual team will keep track of any potential and known risks and notify MOD accordingly, then work together to close or mitigate them. There are some specific current known risks to note, which are:

Risk	Description and impact	Suggested mitigation
MOD may prioritise other related work over the current agreed scope.	If MOD has a high priority piece of work that can fall within the team's remit, it may choose to request DSM to divert resource to complete that over the current agreed scope. This would potentially impact all of the deliverable's timescales and achievability depending on the request.	All requests of new work should come through the DSM service owner and DSM can jointly impact assess the request. A delivery and commercial decision can then be made between MOD and Digi2al on how best to proceed.
Team size and/or make up changes from current size and structure	If the team reduces in size or alters in terms of SME capability unexpectedly then this would potentially impact all of the deliverables timescales and achievability.	Ongoing review of resource profile with MOD to ensure that there is suitable skills and capability to meet deliverables.

Dependency on other teams and resources causes delay	DSM will continue to work closely with other teams across the foundry and MOD but there will likely be resource or time constraints from teams DSM will be dependent upon. This may include areas such as other projects and programmes, commercial and finance.	Working in the open and planning ahead as far as possible with other teams, highlighting potential future dependencies.
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Attachment 2 – Charges and Invoicing

Part A – Payment Schedule (To be completed on Contract Closedown)

Capability	Day Rate (ex VAT)	Duration (days)	Cost ex VAT
Limit of Liability Expenses			£500.00
Total			

Part B – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Day Rate (£)
Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests

The payment profile for this Call-Off Contract is monthly in arrears.

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 wish 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 – Statement of Work

1. The aim of this document is to outline the requirements for work to be undertaken on the Defence Service Manual and Foundry Service Page.

Defence Service Manual

- a. Iterate the Defence Service Manual to include guidance for a wider range of professions following the private beta release.
- b. Engagement with TLBs to streamline guidance and create a single source of truth.
- c. Outreach across MOD to raise awareness of a single, definitive source of practical guidance for delivery teams.
- d. Collaborate with heads of professions and subject matter experts to ensure the guidance in the manual remains relevant and up to date.

Foundry Services Page

- e. Iterate and publish Foundry Services page – front end design only

Note: *Table 1* below defines the Milestones associated with the delivery of this requirement. These milestones are aspirational, defined for the purpose of providing further guidance to the Supplier as to how the Supplier should deliver the Contract Outputs. They are not payment milestones but may be used for the purposes of assessing the success of the contract. Timeframes are indicative.

Table 1

Milestone name	Milestone definition	Outcome(s)	Delivery timeframe
Technology section of DSM	Collaborate with SMEs to create and publish MVP Technology section in the DSM	MOD has standardised and definitive guidance for the Technology community.	FY 23/24 – Q3
Architecture section of DSM	Collaborate with SMEs to create and publish Architecture section in the DSM	MOD has standardised and definitive guidance for the Architecture community.	FY 23/24 – Q3
Iterate Assessments section of DSM	Work with Foundry heads of profession to iterate assessments guidance and publish	MOD has standardised and definitive guidance for teams undergoing service assess-	FY 23/24 – Q3

	assessments report (subject to security approval)	ments, with previous assessment examples for further context.	
Identify and embed useful guidance from Secure by Design	Work in partnership with the Secure by Design function to utilise existing guidance and co-create guidance for Secure by Design link from the DSM	MOD Service Manual users have knowledge of they can utilise the Secure by Design service offering	FY 23/24 – Q3
Incorporate Defence specific examples for guidance	Design 'examples' component for DSM. Engage with SMEs and stakeholders to create Defence specific examples for guidance based on needs	MOD Service Manual users have standardised and definitive guidance with examples to further contextualise best practices.	FY 23/24 – Q4
Streamline guidance with Defence Digital JSPs ensuring integrity of underlying policies	Collaborate with IKX function to align relevant JSPs with guidance within DSM, ensuring underlying policies of guidance remains valid and correct.	MOD has a Defence specific Service Manual which aligns to the relevant, underlying policies of JSPs, giving users confidence that the guidance is definitive.	FY 23/24 – Q4
Outreach across MOD to increase awareness of Defence Service Manual	Embed manual into working practices for delivery teams across MOD	MOD users are aware of the Defence Service Manual and have confidence in the guidance being definitive.	FY 23/24 - Ongoing
Iterate and publish Foundry services page	Develop Foundry Services page MVP in collaboration with Foundry services and publish	MOD has a single source of information for the Digital Foundry to guide users.	FY 23/24 – Q2

Attachment 4 – Key Performance Indicators and Knowledge Transfer

A - Knowledge Transfer

Clause 1 - Knowledge Transfer

- 1.1 The Contractor shall provide a Knowledge Transfer report (be that written or oral) to the Authority, at the end of each 'service block' (namely, every 2 sprints), the knowledge transfer activity that has been conducted under this contract. The Knowledge Transfer report, as detailed above, shall consist of any combination of the following:
- a. Evidence of delivery of the ongoing knowledge transfer to MOD crown servants as part of the contract;
 - b. Evidence of collaboration between contract workstream leads and their MOD client counterpart of how they have shaped and agreed an appropriate amount and type of knowledge transfer; and
 - c. Evidence of promotion and oversight of knowledge transfer with captured examples of knowledge transfer, and evidence of regular feedback to improve the value of knowledge transfer to MOD.
- 1.2 Knowledge transfer includes, but is not limited to, technical and personal development areas; and may be in various forms including coaching, mentoring, training, presentations, show & tell sessions, attending communities of practice meeting, etc.

B – Key Performance Indicators

Clause 2 – KPIs

- 2.1 The Contractor's performance under the contract shall be measured by the Authority's Senior Responsible Owner (SRO), or a named Crown Servant who has formal delegation from the SRO, at each Sprint Review (on a bi-weekly occurrence) (hereinafter referred to as "Period of Performance") against the Key Performance Indicators (KPIs) detailed in the Call-off Order Form, Attachment 4, Table A (Performance Measurements).
- 2.2 The measurement of achievement will be in accordance with the metrics and scores set out in Call-off Order Form, Attachment 4, Table A (Performance Measurements) of the Contract.
- 2.3 During a Period of Performance, the Contractor must score 3 or more against each individual KPI for the Contractor's performance to be deemed "acceptable" by the Authority. If during the Period of Performance, the Contractor's score against any individual KPI is less than 3, the Contractor's performance shall be deemed by the Authority's Project Manager as being "below expectations" and in the first instance the Authority and Contractor shall have a contractual obligation to collaboratively create an 'Improvement Plan', which will comprise as a contractual obligation to adhere to, for the remainder of the Service Block.
- 2.4 During a Period of Performance, where delivery fails to achieve acceptable quality, as detailed in Clause 2.3, on a frequent basis (to be determined by the Authority) despite Improvement Plans, the Authority reserves the right to exercise its right, detailed in the Call-off Order Form, Part B – The Services Requirement, Clause 'Termination without Cause', and pursuant to Clause 35.1.9 (Termination without Cause) of the Call-Off Terms, to Terminate the Contract for convenience.
- 2.5 For the purpose of Clause 2.3, an 'Improvement Plan' shall be defined as "a formal written document capturing the processes and procedures which the Contractor shall put in place to

improve the service provided in the Contract". The plan should include, but is not limited to, an on-going review of the services and actions that the Contractor shall take to improve these, a clear objective list of service failures, a clear objective measurable list of improvement expected, clear timescales for improvement and a clear list of training requirements; etc.

2.6 The 'Improvement Plan' shall be approved and monitored by an authorised member of both parties.



Table A – Performance Measurements

		Score of 1	Score of 2	Score of 3	Score of 4	Score of 5
		Significant improvement required		Adequate but potential for further improvement	Consolidate high performance level	
Serial	Criteria	Implication: Improvement Plan to be agreed with Authority immediately and to be reassessed in the next biweekly meeting.		Implication: Improvement Plan to be agreed with Authority immediately and to be reassessed in the next biweekly meeting.		
KPI 1	<p><u>Behaviours in Progress Towards Desired Outcomes and Quality of Service Provided During Sprint Delivery</u></p> <p>(Consider progress and expected outputs/outcomes of delivery. The Contractor is expected to deliver using the most appropriate project management (e.g., Agile), as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (GSM) (where each applies).</p> <p>The Authority will use the GSM (Agile delivery - Service Manual - GOV.UK (www.gov.uk)) as the standard for governing the service.</p>	Delivery falls short of GSM Standards and fails to meet the user needs with regards to collaboration, team ethos and behaviours towards desired outcomes; and/or Excessive effort is required to extract suitable delivery; and/or Delivery fails to achieve	Sprint Review/ End of Block Show and Tell reporting, identifies significant delays in progress against delivery and presents unmanaged and avoidable risk to the Authority's Programme of work and desired outcomes due to challenges with team ethos, collaboration, and behaviours. Some delivery fails to meet requirements and user needs; and/or Undue effort required to extract	Sprint Review/ End of Block Show and Tell reporting, identifies the progress against delivery of desired outcomes as predominantly on track. In general, delivery is sufficient to meet requirements and/or Limited effort is required to extract suitable delivery due to adequate collaboration, team ethos and behaviours; and/or Delivery is acceptable within 2 x re-work cycle.	Sprint Review/ End of Block Show and Tell reporting identifies the progress against delivery as on track. Delivery sometimes exceeds expectations/ requirement for desired outcomes; and/or Minimal effort is required to extract suitable delivery, and there is usually a willingness to resolve issues through positive behaviours and collaboration if they arise; and/or	Sprint Review/ End of Block Show and Tell reporting identifies the progress against delivery as on track and in some instances delivering early. Delivery always exceeds expectations for desired outcomes, with staff applying the right level of rigor and detail, and with excellent use of technical knowledge; and/or virtually no effort is required to extract delivery; and/or Delivery acceptable



		Improvement Plans	suitable delivery; and/or Delivery acceptable only after more than 2 x re-work cycles.		Delivery acceptable with a single re-work cycle.	without substantial rework.
KPI 2	<p><u>Contractor Collaboration and Knowledge Transfer</u></p> <p>(Consider the adherence to Call-Off Order Form Attachment 4 – Key Performance Indicators and Knowledge Transfer, Clause 1 - Knowledge Transfer)</p>	No clear evidence of Knowledge Transfer in accordance with Call- Off Order Form Attachment 4 – Key Performance Indicators and Knowledge Transfer, Clause 1 - Knowledge Transfer, 1.1; and/or Poor planning, little visibility of plans, lack of support for joint working; and/or No communication of issues impacting Knowledge Transfer; and/or Does not adhere to the Knowledge Transfer Clause and does not	Sprint Reviews and Project Meetings identify poor relationships with the Authority and stakeholders, with limited evidence of Knowledge Transfer; and/or Collaboration deficiencies are identified by the Authority and there is no evidence that effective actions are being undertaken to remediate; and/or little evidence of adherence to the Knowledge Transfer Clause and Collaboration.	Sprint Reviews and Project Meetings relationships and Knowledge transfer is judged to be collaborative and effective but with opportunities for improvement; and/or There is clear evidence of limited Knowledge Transfer, however there is wide scope for improvement; And/or Where opportunities or deficiencies are identified, including with stakeholders, action recorded in issues/action log, and action subsequently undertaken.	Sprint Reviews and Project Meetings reflect good Contractor relationships with both the Authority and Stakeholders; and/or there is clear evidence of Knowledge Transfer, once or more in the 'Service Block' term;	High standard of collaborative relationships with stakeholders; and/or The Contractor proactively recognises relationship challenges and works to build a collaborative culture; and/or actively looks for opportunities for improvement and demonstrates rapid action resolution. And/or there is clear evidence of Knowledge Transfer on multiple occasions through the service block.



		demonstrate desire to be part of a collaborative culture.				
KPI 3	<u>Delivery & Supplier Resource Management</u>	Output or service is severely affected, having detrimental effect on Delivery Project, due to Contractor people churn, staff skills and attitudes are insufficient or gapped posts; and/or Personnel roles are unfilled or changed without sufficient notice; and/or Backfill of Personnel does not meet the requirements of the role; and/or Reluctance to resolve issues.	Output or service adversely affected causing minor or recoverable delays to the delivery projects; and/or Personnel roles are filled but changed with little notice; and/or Personnel do not meet the requirements and/or the right standards of service delivery; and/or Issues are resolved after several instances being raised by the Authority.	Output or service is maintained in line with plan but requires additional management or intervention to not delay delivery projects; and/or Personnel roles are filled in accordance with the Contract notice period when personnel are changed; and/or Personnel meet requirements, but little consideration given to knowledge transfer; and/or Issues are owned and resolved.	Output or service is delivered in line with Resource plan with no intervention required; and/or Personnel roles are filled and when changes are made the contractor gives notice in accordance with the Contract, ensures backfill meets requirements and that there is sufficient knowledge transfer; and/or Issues are proactively identified and managed.	Output or service is delivered in line with Resource plan with no intervention required; and/or Personnel roles are filled and when changes are made the contractor gives advance notice, ensures backfill meets or exceed requirements and that there is sufficient knowledge transfer; and/or Issues are proactively identified and managed. The Contractor actively worked with the Authority to continuously improve.



Crown
Commercial
Service

OFFICIAL-SENSITIVE COMMERCIAL

C – Service Level Agreement

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Rapid Onboarding	Timelines	Team onboard within timeframe	Within 3 weeks from Statement of Work sign off by supplier and buyer	N/A

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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	Under	FOIA	Section 40, Personal	Redacted	Under	FOIA	Section 40, Personal
Information				Information			

Part B – Key Sub-Contractors

NOT APPLICABLE



Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 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							

Part B – Third Party Software

The Third Party Software shall include the following items:



Crown
Commercial
Service

OFFICIAL-SENSITIVE COMMERCIAL

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

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OFFICIAL-SENSITIVE COMMERCIAL

Attachment 7 – Financial Distress

NOT USED

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.

The contact details of the Buyer's Data Protection Officer are: **Redacted Under FOIA Section 40, Personal Information**

The contact details of the Supplier's Data Protection Officer are: **Redacted Under FOIA Section 40, Personal Information**

1.1.1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.2 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>The Supplier is Controller and the Authority is Processor</p> <p>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:</p> <ul style="list-style-type: none"> NOT APPLICABLE <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Business contact details of Supplier Personnel for which the Supplier is the Controller; Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer(excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller, <p>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).</p> <p>The Parties are Independent Controllers of Personal Data</p>

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	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller; • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer(excluding the Supplier 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

Appendix 1

Redacted Under FOIA Section 43, Commercial Interests

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

FRAMEWORK SCHEDULE 4 – ANNEX 3

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

1.1 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.

2. ACCESS TO MOD SITES

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.

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- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

3. **DEFCONS and DEFFORMS**

- 3.1 The DEFCONS and DEFFORMS listed in the Annex to this Schedule are incorporated into this Contract.
- 3.2 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.

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ANNEX A - MOD DEFCONs AND DEFORMs

DEFCON NUMBER	DESCRIPTION
DEFCON 5J (18/11/16)	Unique Identifiers
DEFCON 76 (11/22)	Contractor's Personnel at Government Establishments
DEFCON 129J (18/11/16)	The Use Of The Electronic Business Delivery Form
DEFCON 513 (04/22)	Value Added Tax and Other Taxes
DEFCON 518 (02/17)	Transfer
DEFCON 520 (08/21)	Corrupt Gifts and Payments of Commission
DEFCON 522 (11/21)	Payment and Recovery of Sums Dues
DEFCON 531 (09/21)	Disclosure of Information
DEFCON 532A (05/22)	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 539 (01/22)	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 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 (10/22)	Cyber <i>Risk Assessment Reference (RAR) - RAR- RAR- 517449275 Further to DEFCON 658 the Cyber Risk Profile of the Contract is Not Applicable, as defined in Def Stan 05-138.</i>

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DEFCON 659A (09/21)	Security Measures
DEFCON 660 (12/15)	Official-Sensitive Security Requirements
DEFCON 703 (06/21)	Intellectual Property Rights – Vesting In the Authority
DEFCON 707 (11/22)	Rights in Technical Data
DEFFORM NUMBER	DESCRIPTION
DEFFORM 111	Addresses and Other Information
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

1.1 For the purpose of this Clause, the following definitions shall apply:

“Conviction” 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” 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.

1.2 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.

1.3 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):

1.3.1 carry out a check with the records held by the Department for Education (DfE);

1.3.2 conduct thorough questioning regarding any Relevant Convictions; and

1.3.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

.2 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

1.1 For the purpose of this Clause, the following definitions shall apply:

“Document” includes specifications, plans, drawings, photographs and books;

“Secret Matter” means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter

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be, by a notice in writing given by the Buyer to the Supplier be designated 'top secret' or 'secret'; and

“Servant”

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.

- 1.2 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:
 - 1.2.1 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;
 - 1.2.2 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;
 - 1.2.3 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
 - 1.2.4 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.
- 1.3 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:
 - 1.3.1 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;
 - 1.3.2 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;
 - 1.3.3 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;
 - 1.3.4 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
 - 1.3.5 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)

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shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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:
 - 1.9.1 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;
 - 1.9.2 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
 - 1.9.3 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.

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1.10 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.

1.11 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.

1.12 If the Buyer shall consider that any of the following events has occurred:

1.12.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause C2; or

1.12.2 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

1.12.3 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.

1.13 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.

1.14 **Supplier's notice**

1.14.1 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

1.14.2 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.

1.15 **Matters pursuant to termination**

1.15.1 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;

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- 1.15.2 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;
- 1.15.3 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
- 1.15.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Contract
- 1.15.5 If, after notice of termination of this Contract pursuant to the provisions of Clause 1.12:
- (a) 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
 - (b) 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,

2 the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:

- (a) 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;
- (b) 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;
- (c) 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

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or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;

- (d) 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
- (e) 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

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