SCHEDULE 5 TO TERMS AND CONDITIONS - COMMODITY SUPPLIERS ON DEPLOYED MILITARY OPERATIONS

1. **Leidos Obligations**

1.1 Leidos shall comply with the terms set out in appendix 1 to this Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations (CONDO).

2. **Lower-Tier Subcontracts**

2.1 If the Commodity Supplier enters into any Lower-Tier Subcontract, the Commodity Supplier shall incorporate into any such Lower-Tier Subcontract the terms set out in appendix 1 to this Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations but in doing so shall replace the definition of 'First Party' with the name of the Commodity Supplier and shall replace the definition of 'Second Party' with the name of the Lower Tier Sub Contractor.

2.2 The Commodity Supplier shall ensure that the Authority may enforce against a Lower Tier Sub Contractor any provision conferring a benefit on the Authority contained in appendix 1 to this Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations as incorporated into any Lower-Tier Subcontract, and neither the Commodity Supplier nor any Lower-Tier Subcontractor shall be entitled to exclude such right of the Authority.

2.3 Subject always to the Lower Tier Sub Contractor complying with the terms of appendix 1 to Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations in its Lower-Tier Subcontract, any Lower-Tier Subcontractor having appendix 1 to this Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations incorporated into its Lower-Tier Subcontract may enforce against the Authority any provision of this Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations conferring a benefit upon it, and none of the Authority, DP, Leidos nor the Commodity Supplier shall be entitled to exclude such right of any such Lower-Tier Subcontractor.

APPENDIX 1

1. **Definitions**

1.1 For the purposes of this appendix 1 only, the following words and expressions shall have the following meanings:

"Agreement" means this subcontract;

"Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Contract, this Agreement and any Subcontract;

"Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;

"Authority to Deploy" means the Authority's formal written authority for the DP to Deploy;

"CONDO Applicable Area (CAA)" means an Operations Area or any other specific area identified by the Authority as CONDO applicable;

"CONDO" means Contractors on Deployed Operations, being contractors providing articles or services or both outside the British Isles within a CAA as part of the civilian component supporting UK armed forces;

"Contract" means Contract No LCS(T)/0001 between the Authority and the DP;

"DP" means Leidos Europe Limited;

"Deploy" means bringing the DP, the DP's Employees, its Subcontractors and the Subcontractor's Employees under the administration and control of the Authority, which, for the avoidance of doubt, includes the Second Party and the Second Party's Employees and which will take place:

(A) on entering a Government Establishment for transit to the CAA; or

(B) on entering the CAA at the nominated entry point; or

(C) on reporting to the Representative of the Authority when already in the CAA

and "Deployed" shall be construed accordingly;

"Deployment" means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with the Authority's DEFSTAN 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;

"Expected Work Locations" means the locations in the CAA;

"Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the DP, the DP's Employees, its Subcontractors, the Subcontractor's Employees and LRWs, which, for the avoidance of doubt, includes the Second Party, the Second Party's Employees and LRWs, specified in the Contract, this Agreement and any Subcontract;

"First Party" means Leidos Supply Ltd (Leidos);

"Government Establishment" means all Government sites including Headquarters Buildings, Her Majesty's Ships or Vessels or Service Stations;

"Local Military Commander" means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this appendix 1 shall be a Representative of the Authority;

"LRWs" means Locally Recruited Workers, being workers who are engaged by the Second Party or by its Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;

"Operations Area (OA)" means an area of land, sea and airspace outside the British Isles (excluding the PJOBs and Germany unless a PJOB is included within an OA due to specific operational circumstances), defined by the Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;

"PJOB" means a permanent joint operating base;

"Representative of the Authority" means in any provision of this appendix 1, the person duly authorised by the Authority to act for the purposes of the provision and identified in this appendix 1 or in any subsequent notice to act for the purposes of the provision;

"Second Party" means the Commodity Supplier;

"Second Party Employees" means those officers, directors and employees, of the Second Party, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;

"Subcontract" means any subcontract entered into by the Second Party or, where appropriate, by a Subcontractor which requires a Subcontractor to Deploy to the CAA in connection with the performance of the Contract, this Agreement and any subcontract;

"Subcontractor" means a subcontractor at any level of contracting with a Subcontract;

"Subcontractor's Employees" means those officers, directors and employees of any Subcontractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;

"TCN" means third country national, being an individual who is not a UK national;

1.2 In this appendix 1 the term "procure" shall be interpreted as requiring the Second Party to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the Second Party shall remain responsible to the First Party to the full extent of its obligation in relation to that event or outcome if that event or occurrence does not occur.

2. **Subcontracts**

2.1 If the Second Party enters into any Subcontract, the Second Party shall incorporate into any such Subcontract the terms set out in this appendix 1.

2.2 The Authority may enforce against the Second Party any provision conferring a benefit on the Authority contained in paragraphs 1-7 of this appendix 1 and neither the First Party nor the Second Party shall be entitled to exclude such right of the Authority.

2.3 Subject always to the Second Party complying with the terms of paragraphs 1-7 of this appendix 1, the Second Party may enforce against the Authority any provision of Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations of the Contract conferring a benefit upon it or Subcontractors and neither the Authority nor the First Party shall be entitled to exclude such right of the Second Party.

3. **Authority to Deploy**

3.1 The Second Party shall not and shall procure that the Second Party's Employees, its Subcontractors and the Subcontractor's Employees do not move into or within the CAA in connection with the performance of the Contract, this Agreement or any Subcontract until the Leidos has:

(A) provided the Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in the Authority's DEFSTAN 05-129 (Issue 5);

(B) received the Authority's Authority to Deploy in CONDO Form 2, issued as provided in the Authority's DEFSTAN 05-129 (Issue 5);

(C) confirmed that the Second Party's Employees and the Subcontractor's Employees have completed the CONDO related training specified by the Authority;

(D) confirmed that the Second Party's Employees and the Subcontractor's Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;

(E) provided the Authority with Form T-SL-DES01, completed as provided in the Authority's DEFSTAN 05-129 (Issue 5) in respect of the Second Party's Employees and its Subcontractor's Employees;

(F) confirmed to the Authority, after receiving confirmation from the Second Party, that the Second Party has received a signed Form T-SL-DES01 and notified the Second Party's Employees and Subcontractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;

(G) received confirmation that the Second Party's Employees and its Subcontractor's Employees have been security cleared to the levels required by the Authority as stated in the Contract, this Agreement and any Subcontract for the particular tasks;

(H) confirmed receipt by the Second Party of an appropriate identity card or TCN card issued by the Authority in respect of each individual listed in CONDO Form 2; and

(I) confirmed that the Leidos has undertaken appropriate risk assessments in relation

to the Expected Work Locations and the Expected Modes of Transport which support the Deployment;

and the DP has notified the First Party and the First Party has notified the Second Party that he may move into or within the CAA in connection with the performance of the Contract, this Agreement and any Subcontract.

4. **Authority's right to withhold, withdraw, move and remove**

4.1 The Authority may at any time and from time to time for any operational reason which the Authority in its absolute discretion shall determine:

(A) withhold or withdraw Authority to Deploy;

(B) move or require the removal of the Second Party or a Subcontractor from its current location to a location determined to be appropriate by the Authority in taking reasonable steps for their safety;

(C) move or require the removal of any of the Second Party's Employees, its Subcontractor's Employees or LRWs from their current location to a location determined to be appropriate by the Authority in providing protection or in response to the Second Party's Employees, its Subcontractor's Employees or LRWs not acting in accordance with paragraph 7.2(A).

The Second Party shall, as soon as reasonably practicable, move or remove any Second Party's Employee, Subcontractor Employee or LRW whom the Authority requires to be moved or removed.

4.2 Where practicable and subject to operational constraints, the Authority shall inform the Leidos of its intentions prior to moving the Second Party's Employees, the Subcontractor's Employees and LRWs in accordance with paragraph 4.1. Where the Authority moves the Second Party's Employees, the Subcontractor's Employees and LRWs in accordance with paragraph 4.1 without informing the DP and/or Leidos, the Authority shall, as soon as reasonably practicable within operational constraints, notify the DP and/or Leidos of the location to which the Second Party's Employees, the Subcontractor's Employees and LRWs have been moved.

4.3 The Authority shall not be obliged to give reasons for taking any action in accordance with paragraph 4.1 but may, in its sole discretion, indicate its reasons.

4.4 Notwithstanding the provisions of paragraph 4.3, in the event that the Second Party is involved in any employment claim or dispute arising in connection with any action taken by the Authority under paragraph 4.3, the Authority shall, where reasonably practicable, provide to the DP, the First Party or the Second Party as appropriate any relevant information that the Second Party may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Authority.

5. **The Authority's right to move between Expected Work Locations**

The Authority may at any time and from time to time move the Second Party's Employees,

its Subcontractor's Employees and LRWs between Expected Work Locations using the Expected Modes of Transport to undertake the tasks specified in the Contract, this Agreement and any Subcontract. Where the Authority moves the Second Party's Employees, its Subcontractor's Employees and LRWs between Expected Work Locations for periods of longer than 24 hours, the Authority shall, where practicable and where this has been requested by the Second Party, inform the DP prior to moving the Second Party's Employees, the Subcontractor's Employees and LRWs or, where this is not practicable or has not been requested by the Second Party, as soon as reasonably practicable within operational constraints.

6. **The First Party's Obligations**

6.1 If the Authority provides to Leidos an operational specific medical warning notice providing information, supplementing that provided by the Foreign and Commonwealth Office, on medical issues specific to the CAA, the First Party shall provide any such information that it receives to the Second Party.

7. **The Second Party's Obligations**

7.1 **Personnel**

(A) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned including, taking into account any notices issued under paragraph 6.1, being appropriately immunised.

(B) The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and its Subcontractor's Employees for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and to enable the Leidos to properly complete CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in Authority's DEFSTAN 05-129 (Issue 5)) no later than 48 hours prior to the Second Party being Deployed.

(C) The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and its Subcontractor's Employees to enable the DP to properly complete CONDO Form 3 (as provided in the Authority's DEFSTAN 05-129 (Issue 5)) by the fifth day of each month once the Second Party has Deployed and shall keep an accurate record of the details provided to the First Party.

(D) If the Second Party becomes aware that any of the Second Party's Employees, its Subcontractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Second Party shall ensure that the Authority, the First Party and the next of kin of the Second Party's Employee or LRW concerned, and procure that the next of kin of its Subcontractor's Employee or LRW concerned are informed as quickly as possible.

7.2 **Conduct**

(A) The Second Party shall require the Second Party's Employees, its Subcontractor's Employees and LRWs to act in a responsible manner and shall require the Second Party's Employees, its Subcontractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.

(B) The Second Party shall, as far as it is able and based on the information available to it:

(1) inform the Second Party's Employees and procure that its Subcontractors inform the Subcontractor's Employees prior to them being deployed of their status whilst they are Deployed;

(2) inform the Second Party's LRWs and procure that its Subcontractors inform the Subcontractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract; and

(3) provide updates in relation to their respective status as appropriate.

(C) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their cooperation in relation to any such search.

(D) The Second Party shall require the Second Party's Employees and Subcontractor's Employees to report to the Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Authority.

(E) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs report to the Authority's nominated briefing centre as specified by the Authority for operational briefings as required by the Authority.

(F) If the Authority, in its absolute discretion, restricts the movement within the CAA of the Second Party, the Second Party's Employees, its Subcontractors, the Subcontractor's Employees and LRWs, the Second Party shall inform the Second Party's Employees, its Subcontractors, the Subcontractor's Employees and LRWs as soon as practicable and require the Second Party's Employees, its Subcontractors, the Subcontractor's Employees and LRWs to comply with any such restriction.

(G) The Second Party shall ensure that the Second Party's Employees, shall procure that its Subcontractor's Employees whilst they are Deployed, and shall ensure that LRWs at any time whilst they are at an Expected Work Location or travelling between Expected Work Locations, do not carry Arms.

7.3 **Clothing, Equipment and Transport**

(A) The Second Party shall, during the Deployment, ensure that the Second Party's Employees and shall procure that its Subcontractor's Employees and LRWs have appropriate equipment and clothing for the climate and the tasks which the Second Party is contracted to undertake.

(B) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The Second Party shall ensure that the Second Party's Employees and shall procure that its

Subcontractor's Employees avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the DP by the Authority for the purposes of the Contract and made available to the Second Party or as otherwise directed by the Local Military Commander.

7.4 **Health and Safety**

The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractors, the Subcontractor's Employees and LRWs, as far as reasonably practicable, undertake all work in a manner comparable with the requirements of the UK's health, safety and environmental legislation, or in accordance with the equivalent requirements of the host nation where these are more stringent.

7.5 **ID cards**

(A) The Second Party shall ensure that all information, including that specified in the Authority's DEFSTAN 05-129 (Issue 5), required for the issue of identity cards or TCN cards to those of the Second Party's Employees and its Subcontractor's Employees who are authorised to Deploy is provided to the First Party in accordance with the processes set out in the Authority's DEFSTAN 05-129 (Issue 5).

(B) The Second Party shall ensure that all information, including that specified in the Local Military Commander's orders, instructions, regulations and procedures, required for the issue of day security passes to the Second Party's and Subcontractor's LRWs is provided to the First Party in accordance with the processes set out in the Local Military Commander's orders, instructions, regulations and procedures.

(C) The Second Party shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Second Party's Employees, its Subcontractor's Employees and LRWs and shall require the Second Party's Employees to wear, and shall procure that its Subcontractor's Employees and LRWs wear, those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Second Party shall inform the Second Party's Employees, its Subcontractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Authority under paragraph 4.1.

7.6 **Training**

The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs, are provided with the appropriate level of CONDO related training for each Deployment.

7.7 **Public Relations**

The Second Party shall not make any press statement or undertake any publicity, advertising or marketing campaigns, including for recruitment, specifically referring to the Contract, this Agreement, or any Subcontract without the prior written consent of the Authority as notified by the First Party.