

## **ADDITIONAL CONDITIONS**

### **1. DOCUMENT DELIVERABLES**

1.1 The following acceptance condition shall apply to all document deliverables within the Statement of Work at Annex A to the Tasking Order Form.

1.2 The Contractor shall give the Authority notice of at least ten (10) business days prior to the submission of deliverable documents.

1.3. For the purposes of DEFCON525 (Edn.10/98), Acceptance and DEFCON524 (Edn.10/98), Rejection, document deliverables under this Contract are not subject to an automatic acceptance but shall be deemed accepted in accordance with the following process:

1.4 The Authority shall within fifteen (15) business days of confirming receipt of the submitted document, review the document and shall either:

- a. notify the Contractor of the Authority's acceptance of the document or;
- b. provide any comments to the Contractor.

1.5 If the Authority does not respond to the Contractor within fifteen (15) business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.6 The Contractor shall then incorporate any comments within a revised document (subject to any further agreement that may be required) which shall be issued to the Authority within five business days of receiving the Authority's comments.

1.7 The Authority shall within ten (10) business days of confirming receipt of the revised document, review the document and shall either:

- a. notify the Contractor of the Authority's acceptance of the document or;
- b. highlight any errors or omissions within the document to the Contractor.

1.8 If the Authority does not respond to the Contractor within ten (10) business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.9 The Contractor shall correct any errors and/or omissions and submit the corrected document to the Authority within five (5) business days.

1.10 The Authority shall notify the Contractor of the Authority's acceptance of the document once the Authority's Project Manager is satisfied that the deliverable meets the requisite quality. If the Authority does not respond to the Contractor within five business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.11 The Parties shall adopt the following receipting process for document deliverables. If the Party issuing the document or providing comments does not receive confirmation of receipt within 2 business days of having issued such document or comments, the issuing

party shall be responsible for contacting the other party to establish the whereabouts of such documents or comments.

## **2. PAYMENT OF TRAVEL & SUBSISTENCE**

2.1 Payment for Line Item 5, Travel and Subsistence, of the Schedule of Requirements shall be made in arrears at the same time as milestones under the Milestone Payment Plan. The Contractor shall provide a breakdown, including all actual costs of the travel undertaken and subsistence costs incurred in the milestone period, before submitting their invoice. Payment of actual costs for travel and subsistence shall be at a maximum of those FATS 5 T&S rates identified in FATS 5 Framework - Schedule 1 (Terms and Conditions) Section 14, and the total payment shall not exceed the Limit of Liability under Line Item 5 of the Schedule of Requirements. Evidence of actuals as provided by the contractor in the form of receipts; which must be provided.

## **3. KEY PERSONNEL**

3.1 For the purpose of this Contract, the term, Key Personnel, shall include all employees of the Contractor, and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of its personnel throughout the duration of the Contract. The Contractor warrants that it will provide suitably qualified and competent personnel for the purpose of completing the Contract and shall provide the Authority, when requested, a copy of the skills criteria defined for each identified personnel grade and Key Personnel's CVs.

3.2 Where temporary staff are required or are necessary to maintain the normal standard of service for any period, the Contractor shall employ temporary staff of a similar standard, as far as the market availability of such staff allow and provide relevant details to the Authority as specified in paragraph 1. The Contractor must inform the Authority of how long temporary staff are anticipated to be in place for and the reasons which they are needed.

3.3 The Contractor shall not terminate the appointment of any of the Key Personnel or appoint any new member, or replacement for any, of the Key Personnel without prior notification to the Authority. As soon as the Contractor becomes aware of a possible change to the Key Personnel, however arising, the Contractor shall notify the Authority's Commercial Branch in writing and shall use all reasonable endeavours as soon as reasonably practicable to find a suitable person to perform the role of the member of Key Personnel who is being replaced and to avoid any vacancy in such role.

3.4 Within five Business Days of identifying any proposed replacement of Key Personnel, the Contractor shall provide evidence to the Authority's Commercial Branch that the proposed replacement holds qualifications and experience relevant for the role.

3.5 Where it is a statutory requirement that an employee be of a required clearance level before undertaking particular work, the Contractor will need to ensure the validity of the clearance throughout the term of employment.

#### 4. QUARTERLY PROGRESS MEETING GOVERNANCE.

- 4.1. Quarterly Progress Meetings shall be conducted in accordance with this Condition – and the Table 1 below.
- 4.2. The Contractor shall be required to attend the following Progress meetings.
- 4.3. Meeting Type:
  - 4.3.1. **A Contract Start-Up meeting** between the Authority and the Contractor shall take place no later than Ten (10) business days after Contract start date at the Authorities premises.
  - 4.3.2. **Quarterly Progress Meetings** – The First QPM being held no later than fifteen (15) business days after the 3 Calendar Month of the Contract Start Date
- 4.4. The Terms of Reference for the Quarterly Progress Meetings are detailed at Table 1 to this document. This sets out, alongside the Statement of Work, the purpose of the meeting, the frequency and coverage of review, chairmanship, and membership.
- 4.5. The Contractor shall provide the following prior to the meeting:
  - 4.5.1. the relevant Monthly Progress Report ten (10) business days before the meeting date;
  - 4.5.2. any additional information required by the Authority
- 4.6. The Contractor shall perform secretarial duties at the meetings, including meeting minutes and actions.
- 4.7. Minutes of meetings between the Authority and the Contractor shall be accepted once the Authority is satisfied that the minutes are an accurate reflection of the meeting in question and any decisions taken or actions placed therein;
  - 4.7.1. The Contractor shall submit the draft minutes to the Authority for its approval no later than five (5) business days following completion of said meeting.
  - 4.7.2. The Authority shall review the draft minutes and provide the Contractor with either its approval of the minutes or comments / corrections to the draft minutes no later than fifteen (15) business days after receipt of the draft minutes.
  - 4.7.3. The Contractor shall incorporate those comments / corrections into the revised minutes which shall be issued to the Authority for its approval (in accordance with the above process) no later than five (5) business days following receipt of those comments / corrections.
  - 4.7.4. No later than two (2) business days following receipt of the Authority's approval of the minutes, the Contractor shall formally issue the approved minutes to all attendees of the meeting.
- 4.8. Frequency: Quarterly
- 4.9. Location: SACC DT, MOD Abbey Wood, Bristol, BS34 8JH

Table 1.

<b>PES Quarterly Progress Meeting Terms of Reference</b>			
Purpose and scope of Authority	Review delivery and performance of the Problem Evaluation Service (PES), managing project risks & opportunities, resolving issues and encouraging continuous improvement		
Frequency	Quarterly		
Co-Chairs	SACC Project Manager and Contractor PES Project Manager		
Core Membership	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>SACC DT</b>                      SACC PES Project Manager                      SACC Engineer                      Finance Manager                      Commercial Manager                 </td> <td style="width: 50%; vertical-align: top;"> <b>Contractor Team</b>                      PES Project Manager                      SME'S Representatives                      Commercial Manager                 </td> </tr> </table>	<b>SACC DT</b> SACC PES Project Manager SACC Engineer Finance Manager Commercial Manager	<b>Contractor Team</b> PES Project Manager SME'S Representatives Commercial Manager
<b>SACC DT</b> SACC PES Project Manager SACC Engineer Finance Manager Commercial Manager	<b>Contractor Team</b> PES Project Manager SME'S Representatives Commercial Manager		
Additional Attendees	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">                     Stakeholder (such as Safety, GFA) where considered necessary to address PES dependencies/service issues. Suitably briefed individuals deputising for the above core members where they are unable to attend.                 </td> <td style="width: 50%; vertical-align: top;">                     Relevant SMEs may be required dependant on the QPM agenda and current work activities.                 </td> </tr> </table>	Stakeholder (such as Safety, GFA) where considered necessary to address PES dependencies/service issues. Suitably briefed individuals deputising for the above core members where they are unable to attend.	Relevant SMEs may be required dependant on the QPM agenda and current work activities.
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Outputs	The PES Quarterly Progress Meeting will report on the following topics: <ul style="list-style-type: none"> <li>• PES Milestone status</li> <li>• Project Risk and Issues</li> <li>• Opportunities</li> <li>• GFX matters requiring attention of the Authority</li> <li>• Safety, Environment and security issues</li> <li>• Sub-Contractor progress/issues arising</li> <li>• Spend against payment plan</li> <li>• Issues arising from Monthly Progress Reports &amp; WIP Certificates (by exception)</li> </ul>		
Agenda and Scope of Reviews	<ul style="list-style-type: none"> <li>• Review PES service delivery and performance</li> <li>• Schedule and Milestone Review</li> <li>• PES Milestone status</li> <li>• Payments</li> <li>• Obligation Matrix</li> <li>• Review PES Risk register</li> <li>• Monitor GFA requirements (Subject to agreed GFA supplied)</li> <li>• Refer risks, issues or disputes to the Authority</li> </ul>		

**5. PROCESS OF COMMENCING WORK UNDER LINE ITEMS 2, 3 AND 4 OF THE SCHEDULE OF REQUIREMENTS.**

- 5.1. The Authority representative, Project Manager identified in DEFFORM 111, will instruct the Contractor in writing (email is sufficient) when a Task is to commence under Line Items 2, 3 or 4 of the Schedule of Requirements. The instruction to commence the Task(s) will further identify the Line Item to which it relates. For the avoidance of doubt, the Statement of work Task to which the Line Item refers is stated below.
- 5.1.1. **Line Item 2** - WP1 – Task 01/05 - TIDS SE CWE Learning from Experience (LFE) Information Authoring.
- 5.1.2. **Line Item 3** - WP2 – Task 1 – Task 01/01 TPEG Meetings.
- 5.1.3. **Line Item 4** - WP6 – Task 01/03 - Trials witnessing and Independent Technical Reporting.
- 5.2. Once advised, the Contractor is to carry out the defined task in accordance with the Statement of Work.
- 5.3. The Contractor shall not proceed with any Tasks under these Line items without prior written approval as stated in 5.1, doing so will be working at risk and the Authority reserves the right to withhold payment.
- 5.4. The Contractor shall further not proceed with any task which would take the Contractor over the stipulated limits against each Line Item identified in the Schedule of Requirements.
- 5.5. It is the Contractors responsibility to monitor the Authority's expenditure under Line Items 2, 3, and 4 of the Schedule of Requirements and the Contractor shall inform the Authority when 80% of all available funding for any of the aforementioned Line Items has been committed by the Authority by the authorisation to commence tasks as set out at 5.1
- 5.6. Once the Task has been completed and accepted by the Authority, payment for that Task, under the relevant Line Items 2, 3 or 4, shall be made in accordance with the Payment Procedure identified in the Tasking Order Form. The Contractor shall submit the written approval, supplied by the Authority Representative, with their invoice as evidence.