

Schedule 3
Contract Data Sheet
Contract No: JFC6A/0022

	<p>Line Items N/A MOD Form 640 refers</p> <p>Line Items N/A AG173 refers</p> <p>(Address to which MOD Form 640 or AG173/AG210 (approval for payment) should be sent if different from Consignee):</p> <p>N/A</p>
Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type1 : IDT Meetings</p> <p>Frequency: Weekly</p> <p>Location: Headley Court then Loughborough in due course.</p> <p>Type 2: Contrat Monitoring Review Meeting</p> <p>Frequency: Quarterly</p> <p>Location: Headley Court then Loughborough in due course.</p>
Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Reoprt 1 - The Contractor will produce KPI audit reports on the delivery of the rehabilitation services against the KPIs. The reports are to be presented electronically to the DO 1 week prior to the Contract Monitoring Review Meetings.</p> <p>1. Reports 2 & 3 – On Prosthetic devices and orthotic component fitted by the Contractor & Prosthetic devices and orthotic component not fitted by the Contractor in the format prescribed at paragraphs 35 & 36 of Schedule 5.</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Donna Niblett, JFC6A.</p> <p>Project Manager: Lt Cdr Roberts, HQ Defence Medical Group (DMG)</p> <p>Payment: DMG via DMRC Headley Court.</p>
Clause H3.a.(3) Notices	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: JFC6A, Room 1.2.24, Kentigern House, 65 Brown Street, Glasgow, G2 8EX.</p> <p>Contractor:</p>
Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

<p>Condition K1 Certificate of Conformity</p>	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p>
<p>Condition K2 Marking of Contractor Deliverables</p>	<p>Special Marking requirements: N/A</p>
<p>Condition K3 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed Schedule "Hazardous Articles, Materials or Substance Statement", and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSA-Land-MovTpt-DGHSIS@mod.uk</p> <p>or if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: N/A</p>
<p>Clause K4.i Timber and Wood-Derived Products</p>	<p>A completed Schedule "Timber and Wood-Derived Products Supplied under the Contract: Data Requirements", is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>or, if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date:</p>

<p>Clause K5.b Rejection (Note: If no period is Inserted here the time period shall be 20 Business days)</p>	<p>Time limit for rejection of the Contractor Deliverables shall be Business Days.</p>
<p>Clause K6.a Delivery (for Schedule 2 items)</p>	<p>The transport requirements shown below are applicable:</p> <p>Line Items N/A</p> <p>To be Delivered by the Contractor (See box "Delivery by the Contractor" below)</p> <p>Line Items N/A</p> <p>To be Collected by the Authority (See box "Collection by the Authority" below)</p>
<p>Clause K6.b Delivery by the Contractor (for Schedule 2 items)</p>	<p>(Where applicable, see box "Delivery" above.)</p> <p>Special Delivery Instructions: N/A</p> <p>Each consignment of the Contractor Deliverables to be accompanied by:</p> <p>Line Items N/A MOD Form 640</p> <p>Line Items N/A DEFFORM 129J</p> <p>Line Items ALL Delivery Note</p>
<p>Clause K6.c Collection by the Authority (for Schedule 2 items)</p>	<p>(Where applicable, see Box "Delivery" above)</p> <p>Special Collection Instructions: N/A</p> <p>Each consignment of the Contractor Deliverables to be accompanied by:</p> <p>Line Items: N/A MOD Form 640</p> <p>Line Items: N/A DEFFORM 129J</p> <p>Line Items: YES Delivery Note</p> <p>Consignor Address:</p> <p>Line Items: N/A Address:</p> <p>Line Items: N/A Address:</p> <p>Consignee Address Details:</p> <p>Line Items: N/A Address Details:</p> <p>Line Items: N/A Address Details:</p> <p>Line Items: N/A Address Details:</p>

<p>Condition K7 Self to Self Delivery</p>	<p>Is Self to Self Delivery required:</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes, Delivery address applicable:</p>
<p>Clause K16.a Limitation of Contractor's Liability</p>	<p>Not Applicable.</p>
<p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p>	<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Donna Niblett

Address: JFC6A, Room 1.2.24, kentigern House, 65 Brown Street, Glasgow, G2 8EX.

Email: DefComrcICC-JFC6a@mod.uk

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader(from whom technical information is available)
(from whom technical information is available)

Name: Lt Cdr Roberts

Address: HQ Defence Medical Group, Coltman House, Lichfield, Staffordshire, WS14 9PY.

Email: John.Roberts306@mod.uk

9. Consignment InstructionsThe items are to be consigned as follows:
N/A**3. Packaging Design Authority**Organisation & point of contact:
N/A

(Where no address is shown please contact the Project Team in Box 2)

10. Transport. The appropriate Ministry of Defence Transport Offices are:**A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH****Air Freight Centre**

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com**4. (a) Supply / Support Management Branch or Order Manager:**

Branch/Name: N/A

Tel No: N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from

N/A

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

N/A

(where no address is shown the mauve copy should be destroyed)

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

N/A

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.dif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Schedule 4
Contract Change Process
Contract No: JFC6A/0022

Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: JFC6A/0022

1. Authority Changes

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

5. Contractor Changes

a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3.b, and the process at condition 4 shall apply.

Schedule 5
Specification (Statement of Requirement)

Contract No: JFC6A/0022

STATEMENT OF REQUIREMENT (SOR) FOR THE PROVISION OF PROSTHETIC AND ORTHOTIC REHABILITATION SERVICES TO THE MINISTRY OF DEFENCE (MOD)

INTRODUCTION

1. The aim of the Defence Medical Services (DMS) is to promote, protect and restore the health of Service Personnel. In support of this, the DMS is mandated to provide comprehensive, specific and necessary healthcare to Service Personnel, in order to ensure the best possible outcome for the individual and the Service.

2. The DMRC provides a key element of the tiered Defence Medical Rehabilitation Programme, delivering concentrated residential and out-patient rehabilitation for Armed Forces personnel with complex musco-skeletal disorders and injuries. This includes rehabilitation for patients with complex trauma injuries, rehabilitation following neurological injury or illness, as well as for patients with joint and soft tissue disease. The Commanding Officer (CO) of DMRC has responsibility for the administration and delivery of a holistic patient care pathway for all patients treated at the Centre.

BACKGROUND

3. DMRC has admitted and treated 382 amputees and 169 orthotic users between July 2012 and December 2015¹. These statistics are indicative of UK Armed Forces operational commitments; however, as patient numbers correlate with operational commitments, it is anticipated that the rehabilitation service requirement will now decrease following the end of operations in Afghanistan.

4. The current rehabilitation service contract expires on 31 Dec 16; however, the Surgeon General has directed that this capability will continue for the next thirty years and beyond. The service provided under the new rehabilitation contract will include a broader spectrum of patients and the relocation of the DMRC from Headley Court (HC) in Epsom to Stanford Hall (SH) in Loughborough.

PROSTHETIC AND ORTHOTIC REHABILITATION SERVICE REQUIREMENT

5. The Contractor's responsibility is the provision of a prosthetic and orthotic rehabilitation service² for military personnel at DMRC. The requirements within this document will be provided under a contract with the MOD commencing on 1 Jan 17. The contract duration will be 3 years.

6. The rehabilitation service will initially be delivered at DMRC HC, Epsom, Surrey; however, following a transition phase in mid-2018, it is the Authority's intent that the DMRC will relocate to SH, Loughborough, Nottinghamshire. To facilitate the relocation, whilst maintaining patient care, the rehabilitation service provided by the Contractor during the transition phase will need to be amended to accommodate the transfer between both locations. The Contractor will be required to provide limited rehabilitation services at both locations until the facilities at SH are fully operational and HC has been decommissioned. The rehabilitation service requirements during the transition phase will be agreed between the Authority and Contractor 12 months in advance of the transition commencing. As the exact timing and future client base (for both locations) falls under the operational purview of "unknown unknowns" at the present time, the Authority will provide a summary statement of its objectives and any additional information as they become clarified and relevant.

¹ For the purpose of this contract, these statistics are only indicative and the Authority will not be bound by them.

² The term "Rehabilitation Service" will be used throughout this SOR. The term refers to prosthetic and orthotic services.

7. The Contractor will be required to provide a rehabilitation service to seven specific patient groups:

- a. **Primary patients.** These patients are complex primary amputees, often with multiple limb loss, extensive tissue loss, scarring, irregular shaped residual limbs and open wounds, generating complex prosthetic challenges.
- b. **Orthotic patients.** These patients have complex orthopaedic injuries that require the provision of tailored orthotic devices in order to progress their inpatient rehabilitation and maintain the highest level of function.
- c. **Established patients.** These patients have been successfully rehabilitated beyond the primary stage but require a high level of ongoing care to achieve and maintain the highest possible levels of function. These amputees often have an additional high level of complexity from trauma caused by blast wounds. Their potential for high activity levels often requires the provision of multiple limbs to restore quality of life and function.
- d. **Advanced patients.** These patients have achieved and maintained a high level of function, but expect to exceed the high levels of function achieved through the core prosthetic service. These patients are highly active, motivated, well informed and have high expectations of their functional ability. They also wish to achieve beyond the normal high level of function achieved by military prosthetic users and wish to develop further, more advanced skills, in order to participate in sport and adventurous training, and avoid the use of other mobility aids (e.g. wheel chairs).
- e. **Transitional patients.** These patients have been rehabilitated and stabilised. They either require continued care and maintenance, or are awaiting discharge from the Armed Forces and their care transferred to the NHS. The care of these patients will include, but not be limited to, the coordination of the onward referral and their management with local NHS Limb Fitting Centres (LFC).
- f. **Veteran patients.** These patients may have previously been treated at DMRC. The treatment of these patients is currently being explored between the MOD, Veterans' Charities and the NHS. The treatment will include, but not be limited to, Direct Skeletal Fixation (DSF) and Complex Prosthetic Assessment Clinics (CPAC) for patients referred back to the DMRC from the NHS.
- g. **Non-entitled patients.** These patients are neither Regular or Reserve Armed Forces nor Veterans. In exceptional circumstances, the MOD may approve the treatment of non-entitled patients at the DMRC.

8. The typical patient cohort presents a unique challenge; they have high expectations for service provision and for their future function. The average age of patients is 20-45 and their activity level is K4³.

9. The patient cohort will be treated as:

- a. **Inpatients.** These patients are undergoing intensive rehabilitation treatment at the DMRC. It is vital that their prosthetic(s) and/or orthotic(s) are fitted and delivered quickly and efficiently to allow them to participate fully in their rehabilitation programme.

and

³ K-codes is a coding system ranging K0-K4 for use within the prosthetic contracting model where costs are assigned according to the level of amputation and the desired/actual patient outcomes relating to the activity level of the amputee. The general inference is that patients with higher K-code values are more complex and expensive to manage. The model can be divided into upper and lower limb categories.

b. **Outpatients.** These patients have completed their intensive inpatient rehabilitation and require ongoing prosthetic and/or orthotic care. Outpatient care will be delivered at DMRC; if capacity has been exceeded at DMRC a limited number of patients at the latter stage of rehabilitation may need to be seen at a nominated regional prosthetic centre as agreed between the Authority and Contractor.

10. Noting the unique patient cohort and increasing complexity of injuries treated at the DMRC, the Contractor is required to remain flexible to meet the unique and dynamic needs of future patients, as agreed between the Authority and the Contractor.

11. Prosthetics and orthotics are essential disciplines within the Inter-Disciplinary Team (IDT)⁴ to enable the effective delivery of the rehabilitation service. It is essential that the Contractor delivers a high quality and professional service that recognises and accepts, as paramount, the need for the unique one-to-one relationship, which is fundamental to providing a high quality rehabilitation service. The Contractor will provide:

a. **Clinical delivery.**

(1) The current⁵ average rehabilitation service requirements at DMRC are: 52 prosthetic and orthotic sessions per week (range: 34 to 179) and 73 technical sessions per week (range: 53 to 123). 1 session = half a normal working day.

(2) Provision of upper and lower limb prosthetics, which must include the use of current and, where clinically appropriate, developing technology (e.g. microprocessor knees, power ankles and new socket technology).

(3) Provision of orthotics, which must include the use of current and, where clinically appropriate, developing technology (e.g. off-loading braces and pre-pregated devices).

(4) Adherence to agreed KPIs (see Annexes A and B to this SOR).

(5) Provision of prosthetic, orthotic and technical services within "normal working hours"; 0830hrs to 1700hrs Monday to Friday (excluding public holidays).

(6) Provision of prosthetic, orthotic and technical services "out of normal working hours"; hours worked beyond the "normal working hours", which are agreed in advance between the Authority and Contractor.

(7) Provision of additional prosthetic, orthotic and technical "surge capability", within short timescales, in order to support any surge in patient numbers. The "surge capability" will only be invoked by the Authority, and will require the Contractor to increase its service provision to meet the surge of patients, in addition to the service provided to patients under "normal circumstances". The Contractor will be required to make arrangements to ensure the provision of prosthetic limbs and orthotic devices during periods of surge, when demand exceeds the capacity of the infrastructure at DMRC. The Contractor will provide additional qualified Prosthetists, Orthotists and Technicians who are able to quickly and efficiently understand and work within the unique environment of the DMRC prosthetics and orthotics workshop within two weeks of the request. The increase in number of patients and additional requirements will be verified by the Designated Officer (DO).

⁴ See para 33.

⁵ Service requirements correct as at January 2016.

(8) Provision of an Advanced Prosthetic Programme (APP). The volume of patients, their aspirations, and the nature of the injuries obtained by the Service amputee population, requires a specialist team within the CT team. A number of patients have the potential to develop high level prosthetic user skills that will maximise their future community access and minimise their future disability and cardiovascular risks. Some patients, despite the best efforts of the CT team, are difficult to fit with comfortable and functional sockets, and subsequently require senior prosthetic intervention in order to maximise function. The APP specialist team will consist of, as a minimum:

- (a) 2 x Senior Prosthetists (Consultant-Level Prosthetist).
- (b) 1 x Prosthetic Clinical Lead.
- (c) 1 x Senior Physiotherapist.
- (d) Appropriate technical support personnel to deliver the outputs of the APP.

The APP is required to provide mentoring and support, and advanced prosthetic User Groups. The APP specialist team will also be available to provide trouble-shooting advice and support to any outpatient issues.

(9) Subject to an agreed separate pricing schedule between the Authority and the Contractor, which will be introduced as a contract amendment in advance of periods of "surge capability", the Contractor will request prior authorisation from the DO to undertake an agreed percentage of the rehabilitation service for outpatients at suitable, alternative, off-site facilities. The alternative facilities will serve as a secondary site for fitting and manufacture of prosthetic limbs and orthotic devices. Patients will remain under the clinical management of the IDT.

(10) Provision of pre-arranged expert assessment appointments. There will include:

- (a) Prosthetist and Orthotist sessions to meet the clinical requirements for approximately 52 sessions per week.
- (b) Clinical assistant support to meet the clinical requirements for approximately 25 sessions per week. Clinical Assistants will be responsible for providing assistance to patients, working under the direction of the clinical team. Clinical Assistants must have previous experience in a Healthcare Assistant and/or Clinical Administrator role.
- (c) Consultant-Level Prosthetist sessions to meet the clinical requirements for approximately 2 sessions per week. As a component of the APP, the Consultant-Level Prosthetist will work in conjunction with the CT team in order to support service delivery. The Consultant-Level Prosthetist will be responsible for providing education and training, and mentoring in all areas of the rehabilitation services, to ensure that all prosthetic staff develop the advanced skills necessary to deliver the required level of service. The Consultant-Level Prosthetist will also oversee the implementation of developing socket technology.
- (d) Prosthetic/Orthotic Clinical Lead sessions to meet the clinical requirements for approximately 10 sessions per week. The Prosthetic/Orthotic Clinical Lead is responsible for delivering the prosthetic component of the APP. The Prosthetic/Orthotic Clinical Lead will oversee the clinical delivery of the APP user groups. The Prosthetic/Orthotic Clinical Lead is also responsible for rehabilitation service policy development and review.

(e) Advisory input to Consultant led outpatient review clinics⁶. The requirement is for approximately 48 clinics per year.

(f) Provision of a visiting Prosthetist to assess inpatients at the Queen Elizabeth Hospital (University Hospital Birmingham NHS Foundation Trust) (as required – this requirement was carried out 26 times in 2012 and 12 times in 2013. Since 2014, there have been no patients requiring this service). This service will primarily deliver the assessment and provision of upper limb prosthetics for patients in the acute hospital environment to facilitate later compliance with upper limb prosthetic use.

(11) Attendance at weekly IDT meetings to ensure continued engagement and patient planning with other members of the IDT. All staff will be expected to contribute to the IDT electronic patient record (as required).

(12) Administration support for rehabilitation service appointments at DMRC, including the staffing of the reception during “normal working hours”. Administration support is also to include the collation of data for producing invoices.

(13) Provision of prosthetic and orthotic advice and maintenance support to inpatients to enable continuation of rehabilitation.

(14) Advise the IDT on the use of appropriate limbs that commensurate with the level of rehabilitation and expected functional outcome of the patients.

(15) Advise surgeons on the recommended residual limb length and other potential prosthetic issues prior to amputation.

(16) Provide advice and support to patients on the provision and maintenance of prosthetic limbs and/or orthotic devices.

(17) Provide patient support over the telephone during “normal working hours”, and/or arrange for a clinical prosthetic and/or orthotic review at DMRC (if required).

(18) Provide prosthetic and orthotic technical support for the manufacture of prosthetic limbs and orthotic devices as directed by the Prosthetist and/or Orthotist, and also provide:

(a) approximately 73 technical sessions per week to meet the clinical requirement, which will be determined by the number of patients receiving treatment;

(b) additional technical support during periods of absence of the Authority's Rehabilitation Workshop Technicians; and

(c) SQEP to coordinate the prosthetic and orthotic management system. Personnel should be efficient in demanding, receipting, storing and issuing components, materials and patient items within DMRC in order to maintain the day-to-day delivery of the rehabilitation service. Personnel will also be expected to contribute to future planning and development of stock control and processes.

(19) Supply on-site management for the rehabilitation service in order to provide:

⁶ A clinic is defined as an allocated period during which time patients will attend for a routine appointment for review, DSF and CPAC.

- (a) leadership and day-to-day management of the prosthetic and orthotic service to the DMRC, including overseeing the administrative governance of the rehabilitation service.
- (b) assistance to the Contractor's on-site personnel in developing the customer relationship with the Authority; and
- (c) support to the development of the rehabilitation service, including the delivery of service audits and measurement of performance against KPIs.

(20) Supply and maintain a prosthetic and orthotic software management system with the capability to:

- (a) raise job cards;
- (b) order prosthetic and orthotic components and consumables from across the industry;
- (c) print purchase orders;
- (d) track all prosthetic and orthotic components (e.g. booking in and out to job cards, checking receipt etc);
- (e) carry out part and/or full socket checks;
- (f) establish and maintain stock control levels;
- (g) produce reports (e.g. patient component history, component usage, shortages, etc);
- (h) produce approval notes and inform the on-site Management for invoicing and monitoring of KPIs; and
- (i) check all received components/parts against order receipts/acknowledgements.

b. Provision and manufacture of prosthetic and orthotic devices.

- (1) Provide a competent prosthetic and orthotic technical team that is responsible for manufacturing prosthetic and orthotic devices to the highest standard and in a timely manner, in accordance with the KPIs, to facilitate the rehabilitation of the patients.
- (2) Provide limbs that meet the requirements of the patients and Authority. This may necessitate accessing all commercially available limbs. Limbs are to be provided after approval by the Consultant responsible for the patient's amputee rehabilitation.
- (3) Where there is a requirement for a specialist prosthetic limb/limb fitting service that cannot be provided by the Contractor, the Contractor must submit a 'Request for Specialist Prosthetic Service Form' to the DO. This form is available from the DO and is to be authorised by the patient's Consultant. It is to be submitted to the DO via the CT Manager (CTM).

c. Engineering quality assurance.

(1) Comply with MOD Engineering⁷, Quality Assurance⁸ and Training policies⁹. This includes the provision of repeatable, tested and recorded manufacturing processes to a recognised standard, integration with the DMRC Quality Management System (QMS), and delivery of training that meets the requirements of the Defence Systems Approach to Training (DSAT).

d. Limb tracking.

(1) Where indicated by the manufacturers, and as agreed between the Authority and the Contractor, the Contractor will assist with the tracking of prosthetic components in order to enable the required servicing and aid the transition of patients when they leave the Armed Forces.

e. Training.

(1) Provide DSAT compliant training to the MOD Technicians in the manufacture, adjustment and repair of prosthetic and orthotic devices in accordance with Quality Assurance (QA) processes (approved by the MOD and Contractor) and Standard Operating Procedures (SOPs). SOPs will be produced and approved by the DMRC Senior Engineer and the Contractor's Operational Manager. QA of devices will be provided by continual inter-disciplinary review.

(2) Ensure that Prosthetists, Orthotists and Technicians receive appropriate training to maintain Continuous Professional Development (CPD) in line with Health and Care Professions Council (HCPC) requirements. The CPD is also to ensure awareness of advancements in practices and technology within the industry is maintained.

(3) Training is not to compromise rehabilitation service delivery. Contractor employees who are engaged with professional training will not attract a sessional charge. However, the Authority will incur a sessional charge when Contractor employees are engaged in new technology "Demo Day" training sessions – this is to be pre-authorised by the DO.

(4) Prosthetists and Orthotists are to contribute to the DMRC's training programme by presenting developments within the prosthetic and orthotic speciality to the clinical team and other appropriate personnel and visitors.

f. Research.

(1) Clinical practice is to be supported by appropriate research and development activities by the Contractor.

(2) All research activity is to be coordinated and authorised in advance by the DMRC Research and Development Department. This is to ensure that the appropriate MOD ethical policy¹⁰ is adhered to prior to conducting any research that involves MOD personnel.

(3) Research activity will include facilitating and co-hosting the following with DMRC: education; training; skills transfer; fact-finding seminars; and other similar activities with providers in accordance with relevant procurement regulations.

⁷ MAP01 – Manual of Maintenance and Airworthiness Processes.

⁸ AP100C-10 – RAAF Quality and Assurance Activity Manual.

⁹ JSP 822 – Defence Systems Approach to Training.

¹⁰ JSP 536 – Ethical Conduct and Scrutiny in MoD Research Involving Human Practices.

- (4) Costs attributed to Research are to be authorised by the DO in advance of the research commencing.

QUALIFICATIONS AND EXPERIENCE

12. The Contractor will ensure that all Prosthetists and Orthotists are:
- a. Registered with the HCPC.
 - b. Conversant with the guidelines published by the British Association of Prosthetists and Orthotists 2000.
13. The number of Prosthetists and Orthotists with less than two years post-registration experience in the care of amputees must not exceed 20% of the total registered Prosthetist and Orthotist workforce employed at the DMRC.
14. The number of Prosthetists and Orthotists with less than two years post-registration experience in the care of amputees must not exceed 30% of the total number of registered Prosthetists and Orthotists who will have patient contact during any normal working day at the DMRC.
15. Newly qualified¹¹ Prosthetists and Orthotists will require regular clinical supervision and mentorship. The frequency is to be agreed between the CTM and DO.
16. Registered Prosthetists and Orthotists with more than 1 year post-registration experience, but less than 2 years' experience, will also require clinical supervision and mentorship. The extent of the supervision will likely to vary between employees; this will be agreed between the CTM and DO.
17. Copies of mentorship arrangements are to be provided to the DO.
18. The rehabilitation services will be provided by SQEP. Skills will be required in the following specialist areas:
- a. High activity / high end prosthetic componentry and provision.
 - b. Specialist orthotic componentry and provision.
 - c. Upper limb prosthetics.
 - d. Socket technology and high definition cosmesis provision.
 - e. Microprocessor knee and ankle componentry and provision.
 - f. Hip disarticulation and Hemipelvectomy provision.
 - g. Technical support for the manufacturing and provision of componentry (in addition to RAF technicians, provided by the Authority).
19. The Contractor will provide suitable experienced administrative personnel to support the rehabilitation service.

¹¹ Within first year post-registration.

CONFIDENTIALITY

20. The Contractor and its employees are to comply with the National and the Authority's policies with regards to patient confidentiality.
21. Patients' medical records are to be managed as sensitive information and managed in accordance with the Authority's and Contractor's policies.
22. Any concerns over patient confidentiality are to be reported to the DO.

FINANCE REPORTING

23. Monthly invoices and supporting information/detail are to be submitted to the DO for scrutiny and approval prior to authorising payment.
24. The Contractor will be required to discuss the contract costs and invoices at the contract monitoring review meetings.

PERFORMANCE / QUALITY INDICATORS

25. The Contractor will be required to carry out its responsibilities in accordance with Key Performance Indicators (KPIs) detailed in Annexes A and B.
26. The Contractor will produce KPI audit reports on the delivery of the rehabilitation services against the KPIs. The reports are to be presented electronically to the DO 1 week prior to the Contract Monitoring Review Meetings.

CLINICAL GOVERNANCE

27. The Contractor will establish, maintain and monitor the quality of the rehabilitation service in accordance with the British Society of Rehabilitation Medicine guidelines, in order to demonstrate significant evidence of maximising patient safety and quality improvement, and to ensure appropriate national quality assurance standards are achieved.
28. The Contractor will comply with Medical Devices Regulations and Directives for manufacture and assembly of prosthetic and orthotic devices. All associated manufacturing and assembly documentation is to be retained by the Contractor for a minimum of 5 years.
29. In liaison with the Authority's on-site patient safety lead, respond promptly (within 24 hours) to any Issue of Safety Notices from the Medical Devices Agency (MDA) and identify/review any at-risk patients.
30. Comply with the Authority's system of incident reporting for clinical and non-clinical incidents.
31. Patient satisfactory surveys are to be made available to all patients. The results are to be presented within the KPI audit report.

HEALTH AND SAFETY

32. The delivery of safe systems, safe people and a safe working environment that is legislatively and MOD policy¹² compliant.

¹² JSP 375 – Management of Health and Safety in Defence.

RESOURCES

33. The rehabilitation service will be delivered by an inter-disciplinary team (IDT) consisting of the following roles provided by the Authority and Contractor:

Authority

- Consultants in Rheumatology and Rehabilitation.
- Nurses.
- Mental Health professionals.
- Physiotherapists.
- Occupational Therapists.
- Exercise Rehabilitation Instructors.
- Social Workers.
- Rehabilitation Workshop Technicians.

Contractor

- Prosthetists.
- Orthotists.
- Rehabilitation Workshop Technicians.
- Consultant Level Prosthetist.
- Prosthetic / Orthotic Clinical Lead.
- Clinical Assistants.
- Prosthetic and Orthotic Software Management System Coordinators.
- Administrators

34. The minimum staff requirements for a prosthetic service that meets the requirements of the DMRC are:

- a. 5 x Prosthetists (provided by the Contractor).
- b. 8 Rehabilitation Workshop Technicians (provided by the Contractor).
- c. 2 Rehabilitation Workshop Technicians (provided by the Authority).

INTELLECTUAL PROPERTY RIGHTS

35. **Prosthetic devices and orthotic component fitted by the Contractor.**

a. The Contractor will provide a report on all patients detailing:

- (1) the product details;
- (2) product assembly requirements; and
- (3) any patient-specific adjustments.

b. The report is to contain sufficient information for a competent third-party, of similar skill to the Contractor (in prosthetic/orthotic assembly and fitting), to interpret the information supplied and provide an equivalent level of service to the patient.

36. **Prosthetic devices and orthotic components not fitted by the Contractor.**

a. If the Contractor has to provide a service to prosthetic devices and orthotic component that were not initially fitted by the Contractor, the Contractor will provide a report, where data is available, on:

- (1) the product details;
- (2) product assembly requirements; and
- (3) any patient-specific adjustments.

b. The report is to contain sufficient information for a competent third-party, of similar skill to the Contractor (in prosthetic/orthotic assembly and fitting), to interpret the information supplied and provide an equivalent level of service to the patient

37. The information provided by the Contractor in the reports produced above will be used in the event that the Authority enters into a separate contractual arrangement with another Prosthetic rehabilitation Provider for the purpose of obtaining a Late Stage, High Functional Level Rehabilitation Service for Complex Amputee patients. The Contractor is responsible for ensuring that patients selected for this type of service are prepared, from a technical prosthetics perspective, to undertake any journey to the Provider.

38. The results of any rehabilitation research carried out as part of this contract will be vested in and owned by the Authority in accordance with DEFCON 703.

LIAISON BETWEEN THE AUTHORITY AND THE CONTRACTOR

39. The Contractor and Authority are to liaise as required in order to deliver a high quality rehabilitation service.

40. The DO will be the Authority's single point of contact for all contractual matters. SO2 & SO3 Business Group, Defence Medical Group, will be the appointed DOs for this contract.

COMPLAINTS

41. The Contractor shall operate an unambiguous written procedure for handling complaints from the either the Authority or patients about the service provided under this contract.

42. All complaints made by the Authority to the Contractor shall be acknowledged in writing within 3 working days by the Contractor. The Contractor shall keep a full written record of the nature of each complaint and details of the action taken as a result of the complaint. The Contractor shall use all reasonable endeavours to ensure that all complaints are resolved within 15 days of the complaint being notified to the Contractor, unless the nature of the complaint requires additional investigation or action by a Professional and Regulatory Body (i.e. the Health Professional Council), or other government organisation including but not limited to the Care Quality Commission (Commission for Social Care Inspection), the Employment Agency Standards Inspectorate (Department for Business Enterprise and Regulatory Reform), the Police), in which case the Contractor shall use all reasonable endeavours to ensure that the complaint is resolved as soon as possible thereafter. The details of how the complaint has been resolved is to be notified to the Authority in writing as soon as possible thereafter and the Contractor will, on request from the Authority at any time, provide the Authority with an update as to the progress of the resolution of the complaint.

CONTRACT MONITORING

43. The services provided by the Contractor will be reviewed at Contract Monitoring Review Meetings, which will be chaired by the DO. The meetings will be coordinated by the Authority and held at DMRC (HC and subsequently SH) on a quarterly frequency. The Contractor's representative(s) will be required to attend the meeting.

44. Clinical delivery of prosthetics and orthotics shall be subject to measurement as described in accordance with the KPIs set out at Annexes A and B respectively.

45. The standing agenda that will include the following items:

- a. DO Update/Matters (Authority).
- b. Commercial Officer Update/Matters (Authority).
- c. Supplier's Update/Matters (Contractor).
- d. Finance Update/matters (Authority).
- e. Activity & Performance Review against KPIs (Contractor).
- f. Complaints and Significant Events (Clinical) (Authority and Contractor).
- g. Clinical Governance report (Contractor).
- h. Performance Notices/Warnings to be noted (Authority and Contractor).

46. Meetings will be captured in 'minutes'; digital recording may be utilised to assist in production of minutes.

Annexes:

- A. Key Performance Indicators – Clinical Delivery of Prosthetics.
- B. Key Performance Indicators – Clinical Delivery of Orthotics.
- C. Glossary.

ANNEX A: KEY PERFORMANCE INDICATORS – CLINICAL DELIVERY OF PROSTHETICS

ID	KPI	Action	Target
Appointments			
P1	Inpatient assessment on admission to DMRC	To ensure timely admission assessment	Within two working days of admission
P2	Outpatient appointments	To provide timely outpatient appointments	Outpatient will be offered an appointment within 10 working days of request
P3	Emergency appointments ¹³	To provide an emergency service	Emergency* appointments to be offered within 2 working days
P4	Patient appointments	To ensure patients are seen on time	Patients are to be seen within 15 minutes of appointment time
Manufacture			
P5	Diagnostic or Rehab socket	To ensure timely limb delivery	When clinically appropriate within 2 working days of assessment/4 working days of diagnostic/rehab socket.
P6	Primary Limb delivery	To ensure timely primary limb delivery.	Within 5 working days of assessment (where clinically appropriate)
P7	Delivery of other limbs required for rehab or daily living	To ensure timely limb delivery	Within 5 working days of agreement to provide limb where clinically appropriate
P8	Spare and non-essential limb delivery (excluding cosmetic limb and other highly specialist bespoke work)	To ensure timely limb delivery	Within 10 working days of Prosthetist/IDT agreement to prescribe
P9	Limb fitting and comfort	Limbs should be of suitable fit and comfort on discharge	On discharge patients will leave the service with a limb which receives a socket comfort score of at least 7
P10	Limb fitting difficulty	To ensure that specialist support is sought in fitting difficult or complex cases	If a suitable socket has not been fitted within three attempts the Prosthetist must liaise with their prosthetic clinical lead to seek a second opinion. If there is still no resolution then an independent Prosthetist opinion may need to be sought by the Consultant
P11	Surge Capability	To provide an increased volume of service to match Surge Capability requirements encompassing the 'Actions' as per 'Performance Indicators' 1 to 8 inclusive as detailed above	Provisions to be in place within 2 working weeks from Surge Capability request to ensure 'By When' criteria as detailed above at 'Performance Indicators' 1 to 8 inclusive

¹³ Emergency appointment definition – An emergency appointment is given if a patient sustains damage to their only limb or their stump rendering them immobile.

Administration			
P12	Medical notes	To ensure that notes are completed to appropriate HPC standards in a timely manner	Notes are to be completed to HPC standards within one working day of the patient's appointment
P13	Electronic notes	To ensure that DMICP and admission /discharge summaries are completed	DMRC admission/ discharge reports and IDT forms are to be completed for all patients. Admission reports and IDT forms to be completed prior to patient's first IDT meeting. Discharge reports to be completed within 5 working days of patients discharge.
P14	Component parts	To ensure that component parts are available for patient appointments	Ordered components parts are to be available for every patient appointment
P15	Patient satisfaction Questionnaire	To ensure patients have the opportunity to provide feedback on the service	A patient questionnaire is to be made available to all patients. Results are to be published quarterly, 1 week before the Contract Monitoring Review Meeting.
P16	Appointments	To ensure that all patients receive a date for their next appointments before leaving the prosthetic service	No patient leaves the prosthetic department without a date for their next appointment
P17	MoD electronic database	To ensure all patient data is accurately recorded on the MoD tracking databases	An outcome sheet is to be completed for every patient session and handed to the prosthetic administrator on the day of attendance to allow completion of the relevant MoD databases
P18	KPI and financial Report	To provide the Authority with a report on KPI performance and all invoices raised against the Authority.	A report is to be produced and presented to the DO 1 week prior to the Contract Monitoring Review Meetings.

ANNEX B: KEY PERFORMANCE INDICATORS – CLINICAL DELIVERY OF ORTHOTICS

ID	KPI	Action	Target
Appointments			
O1	Inpatient assessment on admission to DMRC	To ensure timely inpatient assessment	Inpatients will be given an appointment within 2 weeks of referral
O2	Outpatient appointments	To ensure timely outpatient assessment	Outpatients will be given an appointment within 6 weeks of referral
O3	Patient appointments	To ensure patients are seen on time	Patients are to be seen within 15 minutes of appointment time
Manufacture			
O4	Lower limb orthotics	To ensure timely orthotic delivery	Lower limb orthotics will be delivered and fitted within 2 weeks of casting
O5	Upper limb orthotics	To ensure timely orthotic delivery	Upper limb orthotics will be delivered and fitted within 2 weeks of casting
O6	Custom boots	To ensure timely orthotic delivery	Custom boots will be fitted within 5 weeks and delivered within 8 weeks of casting
O7	Spinal braces	To ensure timely orthotic delivery	Spinal braces will be delivered and fitted within 6 weeks of casting
Administration			
O8	Electronic Notes	To ensure that DMICP summaries are completed on all patients	Summaries completed on DMICP for all patients seen by the service
O9	Orthoses	To ensure that orthoses are available	Orthoses are available for every patient follow up appointment
O10	Patient Satisfaction Questionnaire	To ensure that patients have the opportunity to provide feedback on the service	A patient questionnaire is to be made available to all patients. Results are to be published quarterly, 1 week before the Contract Monitoring Review Meeting.
O11	KPI and financial Report	To provide the Authority with a report on KPI performance and all invoices raised against the Authority.	A report is to be produced and presented to the DO 1 week prior to the Contract Monitoring Review Meetings.

ANNEX C: GLOSSARY

APP	Advanced Prosthetic Programme
CPAC	Complex Prosthetic Assessment Clinics
CPD	Continuous Professional Development
CT	Complex Trauma
CTM	Complex Trauma Manager
DDR	Director of Defence Rehabilitation
DMG	Defence Medical Group
DMRC	Defence Medical Rehabilitation Centre
DMS	Defence Medical Services
DO	Designated Officer
DSAT	Defence Systems Approach to Training
DSF	Direct Skeletal Fixation
HC	Headley Court
HPCPC	Health and Care Professions Council
KPI	Key Performance Indicators
IDT	Inter-Disciplinary Team
LFC	Limb Fitting Centres
MOD	Ministry of Defence
QA	Quality Assurance
QMS	Quality Management System
SH	Stamford Hall
SOP	Standard Operating Procedure
SOR	Statement of Requirement
SQEP	Suitably Qualified and Experienced Personnel

Schedule 6

Contractor's Commercially Sensitive Information Form

Contract No: JFC6A/0022

**Schedule 6 - Contractor's Commercially Sensitive Information Form
(i.a.w Condition A14)**

Contract No: JFC6A/0022
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 7 – Export Licence (i.a.w. clause A17.g) for Contract No: JFC6A/0022

Condition to be included in relevant subcontracts

Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. “Agreement” means this subcontract;
- b. “Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. “Contract” means Contract No JFC6A/0022 between the Authority and the Contractor;
- d. “Contractor” means [insert name of prime contractor];
- e. “First Party” means [insert name of purchaser];
- f. “Second Party” means [insert name of supplier].

2. In this Condition, “foreign” and “Overseas” shall be understood from the position of the Authority and be regarded as “non-UK”.

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in condition D1 (Third Party Intellectual Property – Rights and Restrictions) of the First Party’s Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in clause 3 and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply, including to the extent applicable to such obligations or restrictions:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and Information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything Delivered or used in the performance or fulfilment of the services; and
- f. any specific restrictions on re-transfer or re-export of the articles or of anything Delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:

a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

(1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and

(2) the end use as: For the Purposes of HM Government;

b. include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the [insert name of the Contractor] and the Ministry of Defence of the United Kingdom";

c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract.

6. If the information required under clauses 3 and 4 has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses 3 and 4.

7. If the Second Party becomes aware of any changes in the information notified previously under clause 3, 4 or 6 that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.

8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with his purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.

9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.

10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.

11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these clauses 1 - 14. Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.

12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in clause 3:

a. the First Party may, or at the request of the Second Party, undertake to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:

- (1) the exporting nation, including the export licence number (where known);
- (2) the items or information affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

b. This will not include Intellectual Property specific restrictions of the type mentioned in condition D1 (Third Party Intellectual Property – Rights and Restrictions) in relation to the First Party's Conditions of Contract instead of the Contractor.

c. The Second Party and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.

d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.

13. Where restrictions are advised by the First Party to the Second Party under clause 12, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of condition A22 (Termination for Convenience) of the First Party's Conditions of Contract.

14. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Agreement.

Schedule 8 Acceptance Procedure (i.a.w. condition K8) for Contract No: JFC6A/0022

**Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the
Contract: Data Requirements**

**Hazardous Articles, Materials or Substances
Statement by the Contractor**

Contract No: JFC6A/0022

Contract Title: The Provision of Prosthetic Services

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Articles, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with the condition "Supply of Hazardous Material or Substance in Contractor Deliverables".

Contractor's Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 10 - Timber and Wood - Derived Products Supplied under the Contract: Data Requirements

Contract No: JFC6A/0022

The following information is provided in respect of condition "Timber and Wood-Derived Products":

Schedule of Requirements item and timber product type	Volume of timber delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber delivered to the Authority with other evidence	Volume (as delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber delivered to the Authority under the Contract

Schedule 11 - TUPE

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 11 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 11 Part 1 unless the context otherwise requires:

"DPA" means Data Protection Act 1998 as amended or replaced from time to time;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Contractor Employee or an Unexpected Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means CHAS.A.BLATCHFORD & SONS LIMITED'

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in [project team to complete];

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 11 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the DPA and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.
- 2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:
- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;

- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions "repudiatory breach", "substantial change" and "material detriment" shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 11 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;

- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

1.7 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;**
- b) Date of Birth**
- c) Home address;**
- d) Bank/building society account details for payroll purposes Tax Code.**

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 11 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 11 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 11 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 11, Part 1, in this Schedule 1 Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate .

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than [two] years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 11 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 11 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 11 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the DPA and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the DPA or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.5 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3 or 2.1.5 of this Schedule 11 Part 2.

2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 11 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Subsequent Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Subsequent Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure

any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.6 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 11 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 11, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 11, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;

- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

1.7 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.