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of Defence



Command Support Air Transport (CSAT) Phase 2

Draft Contract Schedule 25 (Contractors On Deployed Operations)

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Contractors On Deployed Operations (CONDO)

General

1. This Schedule 25 and Defence Standard (Def Stan) 05-129 (Issue 5) shall become effective when a requirement under the Contract requires the Contractor or their Subcontractors or both, to Deploy to undertake tasks at Expected Work Locations in a CONDO Applicable Area (CAA) identified in CONDO Form 2.
2. If there is any conflict between the terms of this Schedule 25 and Def Stan 05-129 (Issue 5), the terms of this Schedule 25 shall prevail.
3. The terms of Paragraphs 13, 14 and 15 of this Schedule 25 shall take precedence over Clause 2 of DEFCON 76. The terms of Paragraphs 19, 20 and 21 of this Schedule 25 shall take precedence over Clause 12 of DEFCON 76. The terms of Paragraphs 22, 23 and 38 of this Schedule 25 shall take precedence over Clause 11 of DEFCON 76.

Definitions and Interpretation

4. In this Schedule 25 the following words and expressions shall have the meanings set respectively against them:
 - a. "Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Contract;
 - b. "Authority to Deploy" means the Authority's formal written authority for the Contractor to Deploy;
 - c. "CAA" means a CONDO Applicable Area, being an OA or any other specific area identified by the Authority as CONDO applicable.
 - d. "Contractor's Employees" means those employees of the Contractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed in connection with the performance of the Contract;
 - e. "CONDO" means Contractors on Deployed Operations, being contractors providing Articles or Services or both outside the British Isles within a CAA as part of the civilian component supporting UK armed forces;
 - f. "Deploy" means bringing the Contractor, the Contractor's Employees, their Subcontractors and the Subcontractor's Employees under the administration and control of the Authority, which will take place:
 - (1) on entering a Government Establishment for transit to the CAA; or
 - (2) on entering the CAA at the nominated entry point; or
 - (3) on reporting to the Representative of the Authority when already in the CAA,and "Deployed" shall be construed accordingly;
 - g. "Deployment" means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with Def Stan 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;
 - h. "Expected Work Locations" means the locations in the CAA specified in the Contract.

- i. "Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the Contractor, the Contractor's Employees, their Subcontractors, the Subcontractor's Employees and LRWs specified in the Contract.
 - j. "Local Military Commander" means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this Schedule 25 shall be a Representative of the Authority;
 - k. "LRWs" means Locally Recruited Workers, being workers who are engaged either by the Contractor or by their Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;
 - l. "OA" means an Operations Area, being an area of land, sea and airspace outside the British Isles but excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances, defined by the Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission.
 - m. "Operations" means any military action or the carrying out of any strategic, operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvre needed to gain the objectives of any battle or campaign;
 - n. "OSI" means Operation Specific Information, being information specific to the CAA;
 - o. "PJOB" means a Permanent Joint Operating Base;
 - p. "Representative of the Authority" has the meaning given to it in DEFCON 501;
 - q. "Subcontract" means any subcontract entered into by the Contractor or, where appropriate, by a Subcontractor, which requires a Subcontractor to Deploy to the CAA in connection with the performance of the Contract;
 - r. "Subcontractor" means a subcontractor at any level of contracting with a Subcontract;
 - s. "Subcontractor's Employees" means those employees of any Subcontractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract;
 - t. "TCN" means third country national, being an individual who is not a UK national.
5. In this Schedule 25 the term "procure" shall be interpreted as requiring the Contractor to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the Contractor shall remain responsible to the Authority to the full extent of their obligation in relation to that event or outcome if that event or occurrence does not occur.

Authority to Deploy

6. The Contractor shall not and shall procure that the Contractor's Employees, their Subcontractors and the Subcontractor's Employees do not move into or within the CAA in connection with the performance of the Contract until the Contractor has:
- a. provided the Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in Def Stan 05-129 (Issue 5);
 - b. received the Authority's Authority to Deploy in CONDO Form 2, issued as provided in Def Stan 05-129 (Issue 5);

- c. confirmed that the Contractor's Employees and Subcontractor's Employees have completed the CONDO related training specified by the Authority;
- d. confirmed that the Contractor's Employees and Subcontractor's Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;
- e. provided the Authority with Form T-SL-DES01, completed as provided in Def Stan 05-129 (Issue 5), and, on the receipt by the Contractor of a signed Form T-SL-DES01, confirmed that they have notified the Contractor's Employees and Subcontractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;
- f. received confirmation that the Contractor's Employees and Subcontractor's Employees have been security cleared to the levels stated in the Contract for the particular tasks;
- g. confirmed receipt of an appropriate identity card or TCN card issued by the Authority in respect of each individual listed in CONDO Form 2; and
- h. confirmed that they have undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport, which support the Deployment.

The Authority's Right to Withhold, Withdraw, Move and Remove

- 7. The Authority may at any time and from time to time for any operational reason which the Authority in its absolute discretion shall determine:
 - a. withhold or withdraw Authority to Deploy;
 - b. move or require the removal of the Contractor or a Subcontractor from their current location to a location determined to be appropriate by the Authority in discharging its responsibility under Paragraph 48;
 - c. move or require the removal of any of the Contractor's Employees, Subcontractors' Employees or LRWs from their current location to a location determined to be appropriate by the Authority in discharging its responsibility under Paragraph 48 or in response to the Contractor's Employees, Subcontractor's Employees, or LRWs not acting in accordance with Paragraph 29. The Contractor shall, as soon as reasonably practicable, move or remove any Contractor's Employee, Subcontractor's Employee or LRW whom the Authority requires to be moved or removed.
- 8. Where practicable and subject to operational constraints, the Authority shall inform the Contractor of its intentions prior to moving the Contractor's Employees, the Subcontractor's Employees and LRWs in accordance with Paragraph 7. Where the Authority moves the Contractor's Employees, the Subcontractor's Employees and LRWs in accordance with Paragraph 7 without informing the Contractor, the Authority shall, as soon as reasonably practicable within operational constraints, notify the Contractor of the location to which the Contractor's Employees, the Subcontractor's Employees and LRWs have been moved.
- 9. The Authority shall not be obliged to give reasons for taking any action in accordance with Paragraph 7 but may, in its sole discretion, indicate its reasons.
- 10. Notwithstanding the provisions of Paragraph 9, in the event that the Contractor is involved in any employment claim or dispute arising in connection with any action taken by the Authority under Paragraph 7, the Authority shall, where reasonably practicable, provide to the Contractor any relevant information that the Contractor may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would

be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Authority.

The Authority's right to move between Expected Work Locations

11. The Authority may at any time and from time to time move the Contractor's Employees, the Subcontractor's Employees and LRWs between Expected Work Locations using the Expected Modes of Transport to undertake the tasks specified in the Contract. Where the Authority moves the Contractor's Employees, the Subcontractor's Employees and LRWs between Expected Work Locations for periods of longer than 24 hours, the Authority shall, where practicable and where this has been requested by the Contractor, inform the Contractor prior to moving the Contractor's Employees, the Subcontractor's Employees and LRWs or, where this is not practicable or has not been requested by the Contractor, as soon as reasonably practicable within operational constraints.

The Authority's right to move to new work locations which are not Expected Work Locations

12. The Authority may at any time require the movement of the Contractor's Employees, the Subcontractor's Employees and LRWs to new work locations which are not Expected Work Locations to undertake the tasks specified in the Contract. Where the Authority requires the Contractor's Employees, the Subcontractor's Employees and LRWs to move to undertake tasks at new work locations which are not Expected Work Locations, the Authority shall request the Contractor's prior written approval of the movement, such approval not to be unreasonably withheld. The Contractor shall provide such approval or the reasons for declining to provide such approval within 72 hours of the Authority's request or within such other time period as is specified in the Contract. When a new work location is agreed, the Contract shall be amended to add that new work location to the list of Expected Work Locations and to make any associated adjustments to the Contract that may be required.

Provision of Life Support Facilities

13. The Contractor shall provide living accommodation, laundry facilities, feeding, potable water, transport and fuel for the Contractor's Employees unless otherwise agreed with the Authority in the Contract.
14. The Authority shall provide, where available, access for the Contractor's Employees and Subcontractor's Employees to any existing facilities for personal welfare, communications, entertainment and recreation, which are provided for the use of military personnel, unless otherwise agreed with the Contractor in the Contract.
15. The Contractor shall pay any specified charges for the use of the facilities specified in Paragraphs 13 and 14.
16. The Authority may, at its discretion, provide chaplaincy services to the Contractor's Employees and Subcontractor's Employees without charge where such services are available.
17. The Authority shall provide an operational specific medical warning notice(s) to the Contractor prior to the Contractor, the Contractor's Employees, their Subcontractors and the Subcontractor's Employees being Deployed, providing, where appropriate, information supplementing that provided by the Foreign and Commonwealth Office, on medical issues specific to the CAA.
18. The Contractor shall ensure that the Contractor's Employees, and shall procure that the Subcontractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned, including, taking into account any notices issued under Paragraph 17, being appropriately immunised.

19. Unless otherwise specified by the Authority in the Contract and where medical facilities exist, the Authority shall provide to the Contractor's Employees and Subcontractor's Employees, free of charge, medical treatment and emergency dental treatment, equivalent to that provided to military personnel whilst Deployed.
20. Where the Contractor's Employees or Sub Contractor's Employees have been Deployed in breach of Paragraph 18 the Authority reserves the right to:
 - a. charge the Contractor reasonable and proper charges for the provision of medical or dental treatment; or
 - b. move or require the removal of any such Contractor's Employees or Subcontractor's Employees following the exercise of its right under Paragraph 7a.
21. The Authority shall provide, free of charge, first-aid treatment to LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations, in support of the Contract.
22. With regard to medical evacuation:
 - a. the Contractor shall be responsible for the medical evacuation of both the Contractor's Employees and Subcontractor's Employees unless otherwise notified by the Authority;
 - b. where it is not safe or practicable for the Contractor to discharge their responsibilities under Paragraph 22a, the Authority shall, where reasonably practicable, move Contractor's Employees and Subcontractor's Employees to a safe area from which the Contractor is able to take over the medical evacuation of the Contractor's Employees or Subcontractor's Employees, on either a repayment basis or, at the Authority's discretion, free of charge.
23. With regard to repatriation:
 - a. the Contractor shall be responsible for the repatriation of deceased Contractor's Employees and deceased Subcontractor's Employees unless otherwise notified by the Authority;
 - b. where it is not safe or practicable for the Contractor to discharge their responsibilities under Paragraph 23a, the Authority shall, where reasonably practicable, move deceased Contractor's Employees and deceased Subcontractor's Employees to a safe area from which the Contractor is able to take over the repatriation of deceased Contractor's Employees and deceased Subcontractor's Employees, on either a repayment basis or, at the Authority's discretion, free of charge.
24. The Authority may provide, at its discretion, subject to compliance with the processes set out in Def Stan 05-129 (Issue 5), personal cheque encashment facilities to those of the Contractor's Employees and Subcontractor's Employees who are Deployed, but not to LRWs, where such facilities are available to military personnel.

The Contractor's Obligations

Risk Assessments

25. The Contractor shall carry out risk assessments for all Expected Work Locations in the CAA and for the Expected Modes of Transport to and between Expected Work Locations, as set out in the Contract, and, as far as is practicable, shall maintain their currency during the term of any Deployment. The Authority shall provide information in support of such risk assessments as far as it is able.

Personnel

26. The Contractor shall provide to the Authority all information necessary for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and shall provide to the Authority duly completed CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in Def Stan 05-129 (Issue 5)) no later than 48 hours prior to the Contractor being Deployed.
27. The Contractor shall provide to the Authority a duly completed CONDO Form 3 (as provided in Def Stan 05-129 (Issue 5)) by the fifth day of each month once Deployed and shall keep an accurate record of the details provided to the Authority.
28. If the Contractor becomes aware that any of the Contractor's Employees, Subcontractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Contractor shall ensure that the Authority and the next of kin of the Contractor's Employee or LRW concerned, and procure that the next of kin of the Subcontractor's Employee or LRW concerned, are informed as quickly as possible.

Conduct

29. The Contractor shall require the Contractor's Employees, Subcontractor's Employees and LRWs to act in a responsible manner and shall require the Contractor's Employees, Subcontractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.
30. The Contractor shall, as far as they are able and based on the information available to them:
 - a. inform the Contractor's Employees and procure that the Subcontractor informs the Subcontractor's Employees, prior to them being Deployed, of their status whilst they are Deployed;
 - b. inform the Contractor's LRWs and procure that the Subcontractor informs the Subcontractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract;
 - c. provide updates in relation to their respective status as appropriate.
31. The Contractor shall ensure that the Contractor's Employees, and shall procure that the Subcontractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their co- operation in relation to any such search.
32. The Contractor shall require the Contractor's Employees and Subcontractor's Employees to report to the Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Authority.
33. The Contractor shall ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees and LRWs report to the Authority's nominated briefing centre as specified by the Authority for operational briefings as required by the Authority.
34. If the Authority, in its absolute discretion, restricts the movement, within the CAA, of the Contractor, the Contractor's Employees, the Subcontractor, the Subcontractor's Employees and LRWs, the Contractor shall inform the Contractor's Employees, the Subcontractor, the Subcontractor's Employees and LRWs as soon as practicable and require the Contractor's Employees, the Subcontractor, the Subcontractor's Employees and LRWs to comply with any such restriction.

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

Clothing, Equipment and Transport

36. The Contractor shall, during the Deployment, ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees and LRWs have appropriate equipment and clothing for the climate and the tasks which the Contractor is contracted to undertake.
37. The Contractor shall ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The Contractor shall ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the Contractor by the Authority for the purposes of the Contract or as otherwise directed by the Local Military Commander.
38. The Contractor shall be responsible for the provision of transportation for the Contractor's Employees, Subcontractor's Employees and LRWs and their equipment to, from and within the CAA. Where the provision of such transportation by the Contractor is not commercially available or cost effective, the Authority may in its sole discretion, where reasonably practicable, offer assistance at a price to be agreed on a repayment basis, or at the Authority's discretion, free of charge.
39. Where the Authority has moved the Contractor's Employees, Subcontractor's Employees and LRWs:
- a. under Paragraph 7 in discharging its responsibility under Paragraph 48 (but not where it has moved the Contractor's Employees, Subcontractor's Employees and LRWs as a result of them not acting in accordance with Paragraphs 18 or 29); or
 - b. under Paragraphs 11 or 12;

the cost and provision of such transportation shall be borne by the Authority.

Health and Safety

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

ID cards

41. The Contractor shall ensure that all information, including that specified in Def Stan 05-129 (Issue 5), required for the issue of identity cards or TCN cards to those of the Contractor's Employees and Subcontractor's Employees who are authorised to Deploy is provided to the Authority in accordance with the processes set out in Def Stan 05- 129 (Issue 5).
42. The Contractor shall inform the Contractor's Employees and Subcontractor's Employees that the Authority will issue to the Contractor the appropriate MOD identity card or TCN card for each of them.
43. The Contractor shall ensure that all information, including that specified in the Local Military Commander's orders, instructions, regulations and procedures, required for the issue of day

security passes to the Contractor's and Subcontractor's LRWs, is provided to the Authority in accordance with the processes set out in the Local Military Commander's orders, instructions, regulations and procedures.

44. The Contractor shall identify those of the Contractor's Employees, Subcontractor's Employees and LRWs who are to be employed solely on medical, dental or spiritual welfare services to enable the Authority to issue separate identity cards and "Red Cross armlets" for those Contractor's Employees, Subcontractor's Employees and LRWs.
45. The Contractor shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Contractor's Employees, Subcontractor's Employees and LRWs and shall require the Contractor's Employees to wear and shall procure that the Sub-Contractor's Employees and LRWs wear those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Contractor shall inform the Contractor's Employees, Subcontractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Authority under Paragraph 7.

Training

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

Public Relations

47. The Contractor shall not make any press statement or undertake any publicity, advertising or marketing campaigns, including for recruitment, specifically referring to the Contract without the prior written consent of the Authority.

The Authority's Responsibilities

48. The Authority shall afford appropriate protection commensurate with the threat for the Contractor's Employees and Subcontractor's Employees and the Contractor's and Subcontractor's property whilst Deployed and for LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract and take such steps as are reasonable to ensure their safety, including, if necessary, removing or evacuating them from the area under threat.
49. The Authority shall, where appropriate, issue to the Contractor personal protective equipment of a non-primary work related nature for the use of Contractor's Employees, Subcontractor's Employees and LRWs and provide instruction in the use of any such personal protective equipment.
50. The Authority shall, prior to the Contractor being Deployed and during the Deployment, provide the Contractor with appropriate OSI relevant to the Deployment, including the types of information identified within Def Stan 05-129 (Issue 5).
51. The Authority shall in accordance with Def Stan 05-129 (Issue 5) and prior to the Contractor being Deployed, issue:
 - a. a MoD Contractors Defence Identity Card for each of the Contractor's Employees and Subcontractor's Employees, who are UK nationals, except those identified under Paragraph 51b, where an application has been correctly submitted and proof of appropriate security clearance has been provided.

- b. a MoD Fident 106 identity card and a “Red Cross armlet” for each of the Contractor’s Employees and Subcontractor’s Employees who are identified by the Contractor as being solely employed on medical, dental or spiritual welfare services.
 - c. a TCN card – for each of the Contractor’s Employees and Subcontractor’s Employees who are third country nationals where an application has been correctly submitted.
52. The Authority shall, subject to military regulations, issue:
- a. an appropriate day security pass to each LRW, except those identified under Paragraph 52b, under the arrangements of the Local Military Commander;
 - b. a MoD Fident 107 identity card and a “Red Cross armlet” to each LRW who is identified by the Contractor as being solely engaged on medical, dental or spiritual welfare services, under the arrangements of the Local Military Commander;
 - c. an appropriate security pass to each TCN under the arrangements of the Local Military Commander.
53. The Authority shall provide at the Authority’s nominated briefing centre appropriate operational briefings free of charge to the Contractor’s Employees, Subcontractor’s Employees and LRWs as part of the initial reception process and thereafter as necessary.
54. The Authority shall make the Local Military Commander’s orders, instructions, regulations and procedures available to the Contractor’s representative in the CAA in such a manner as to facilitate compliance by the Contractor with their obligations in particular under Paragraphs 29, **Error! Reference source not found.** and 43.
55. If the Authority becomes aware of any of the circumstances mentioned in Paragraph 28, where the Authority believes that the Contractor is not already so aware, the Authority shall advise the Contractor accordingly.

Subcontracts

56. If the Contractor enters into any Subcontract, the Contractor shall incorporate into any such Subcontract the terms set out in the Appendix to this Schedule 25.
57. The Authority may enforce against a Subcontractor any provision conferring a benefit on the Authority contained in the Appendix to this Schedule 25 as incorporated into any Subcontract and neither the Contractor nor any Subcontractor shall be entitled to exclude such right of the Authority.
58. Subject always to the Subcontractor complying with the terms of the Appendix to this Schedule 25, any Subcontractor having the Appendix to this Schedule 25 incorporated into their Subcontract may enforce against the Authority any provision of this Schedule 25 conferring a benefit upon them, and neither the Authority nor the Contractor shall be entitled to exclude such right of any such Subcontractor.

Performance of the Contract

59. The parties acknowledge that, if the Authority exercises its rights under Paragraphs 7 or 34 of this Schedule 25, the Contractor may be unable to perform certain or all of their obligations under the Contract in accordance with the terms, either in the manner or at the time intended or at all. Subject to Paragraph 62, to the extent that it can be established that the exercise of the Authority’s rights under Paragraphs 7 or 34 has directly caused:
- a. the Contractor’s non-performance of an obligation under the Contract; or

- b. the Contractor's delay in performing an obligation under the Contract; or
- c. a change in the Contractor's costs of performing their obligations under the Contract which is attributable to the exercise of those rights by the Authority;

the Contractor shall be entitled to submit a claim:

- (1) for relief from performing that obligation;
 - (2) to delay their performance of that obligation;
 - (3) for a corresponding adjustment to the Contract in relation to price or delivery.
60. Notwithstanding the provisions of Paragraph 59, the Contractor shall not be entitled to be granted relief from performing an obligation under the Contract, or to delay their performance of an obligation, or to a corresponding adjustment to the Contract in relation to price or delivery, where and to the extent that the Contractor:
- a. failed to comply with their obligations under Paragraphs 6, 18, 25, 29, 31, 32, 33, 34, 35, 36, 37, 40, 45 and 48 of this Schedule 25 and such failure gave rise to the exercise by the Authority of its rights under Paragraphs 7 or 34.

Appendix to Schedule 25 - Condition to be included in relevant subcontracts

Definitions and Interpretation

1. In this Appendix the following words and expressions shall have the meanings set respectively against them:-
 - a. "Agreement" means this subcontract;
 - b. "Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Contract, this Agreement and any Subcontract;
 - c. "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
 - d. "Authority to Deploy" means the Authority's formal written authority for the Contractor to Deploy;
 - e. "CAA" means a CONDO Applicable Area, being an OA or a specific area identified by the Authority as CONDO applicable.
 - f. "CONDO" means Contractors on Deployed Operations, being contractors providing Articles or Services or both outside the British Isles within an CAA as part of the civilian component supporting UK armed forces;
 - g. "Contract" means Contract No [insert MOD Contract No] between the Authority and the Contractor;
 - h. "Contractor" means [insert name of prime contractor];
 - i. "Deploy" means bringing the Contractor, the Contractor's Employees, their Subcontractors and the Subcontractor's Employees under the administration and control of the Authority, which, for the avoidance of doubt, includes the Second Party and the Second Party's Employees, and which will take place:
 - (1) on entering a Government Establishment for transit to the CAA; or
 - (2) on entering the CAA at the nominated entry point; or
 - (3) on reporting to the Representative of the Authority when already in the CAA,and "Deployed" shall be construed accordingly;
 - j. "Deployment" means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with the Authority's Def Stan 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;
 - k. "Expected Work Locations" means the locations in the CAA specified in the Contract, this Agreement and any Subcontract;
 - l. "Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the Contractor, the Contractor's Employees, their Subcontractors, the Subcontractor's Employees and LRWs, which, for the avoidance of doubt, includes the Second Party, the Second Party's Employees and LRWs, specified in the Contract, this Agreement and any Subcontract;

- m. "First Party" means [insert name of purchaser, i.e. the legal entity that is placing the Agreement on the supplier];
 - n. "Government Establishment" means all Government sites including Headquarters Buildings, His Majesty's Ships or Vessels or Service Stations;
 - o. "Local Military Commander" means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this Appendix shall be a Representative of the Authority;
 - p. "LRWs" means Locally Recruited Workers, being workers who are engaged by the Second Party or by their Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;
 - q. "OA" means an Operations Area, being an area of land, sea and airspace outside the British Isles, but excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances, defined by the Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;
 - r. "PJOB" means a Permanent Joint Operating Base;
 - s. "Representative of the Authority" has the meaning given to it in DEFCON 501;
 - t. "Second Party" means [insert name of supplier];
 - u. "Second Party's Employees" means those employees of the Second Party, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;
 - v. "Subcontract" means any subcontract entered into by the Second Party or, where appropriate, by a Subcontractor, which requires a Subcontractor to Deploy to the CAA in connection with the performance of the Contract, this Agreement and any subcontract;
 - w. "Subcontractor" means a subcontractor at any level of contracting with Subcontract;
 - x. "Subcontractor's Employees" means those employees of any Subcontractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;
 - y. "TCN" means third country national, being an individual who is not a UK national.
2. In this Appendix the term "procure" shall be interpreted as requiring the Second Party to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the Second Party shall remain responsible to the First Party to the full extent of their obligation in relation to that event or outcome if that event or occurrence does not occur.

Subcontracts

- 3. If the Second Party enters into any Subcontract, the Second Party shall incorporate into any such Subcontract the terms set out in this Appendix.
- 4. The Authority may enforce against the Second Party any provision conferring a benefit on the Authority contained in Paragraphs 1 – 31 of this Appendix and neither the First Party nor the Second Party shall be entitled to exclude such right of the Authority.

5. Subject always to the Second Party complying with the terms of Paragraphs 1 –31 of this Appendix, the Second Party may enforce against the Authority any provision of Schedule 25 of the Contract conferring a benefit upon Subcontractors and neither the Authority nor the First Party shall be entitled to exclude such right of the Second Party.

Authority to Deploy

6. The Second Party shall not and shall procure that the Second Party's Employees, their Subcontractors and the Subcontractor's Employees do not move into or within the CAA in connection with the performance of the Contract, this Agreement or any Subcontract until the Contractor has:
 - a. provided the Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in the Authority's Def Stan 05-129 (Issue 5);
 - b. received the Authority's Authority to Deploy in CONDO Form 2, issued as provided in the Authority's Def Stan 05-129 (Issue 5);
 - c. confirmed that the Second Party's Employees and the Subcontractors' Employees have completed the CONDO related training specified by the Authority;
 - d. confirmed that the Second Party's Employees and the Subcontractors' Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;
 - e. provided the Authority with Form T-SL-DES01, completed as provided in the Authority's Def Stan 05-129 (Issue 5) in respect of the Second Party's Employees and their Subcontractor's Employees;
 - f. confirmed to the Authority, after receiving confirmation from the Second Party, that the Second Party has received a signed Form T-SL-DES01 and notified the Second Party's Employees and Subcontractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;
 - g. received confirmation that the Second Party's Employees and their Subcontractor's Employees have been security cleared to the levels required by the Authority as stated in the Contract, this Agreement and any Subcontract for the particular tasks;
 - h. confirmed receipt by the Second Party of an appropriate identity card or TCN card issued by the Authority in respect of each individual listed in CONDO Form 2; and
 - i. confirmed that the Contractor has undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport, which support the Deployment;

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

The Authority's Right to Withhold, Withdraw, Move and Remove

7. The Authority may at any time and from time to time for any operational reason which the Authority in its absolute discretion shall determine:
 - a. withhold or withdraw Authority to Deploy;

- b. move or require the removal of the Second Party or a Subcontractor from their current location to a location determined to be appropriate by the Authority in taking reasonable steps for their safety;
 - c. move or require the removal of any of the Second Party's Employees, their Subcontractors' Employees or LRWs from their current location to a location determined to be appropriate by the Authority in providing protection or in response to the Second Party's Employees, their Subcontractors' Employees or LRWs not acting in accordance with Paragraph 17. The Second Party shall, as soon as reasonably practicable, move or remove any Second Party's Employee, Subcontractors' Employee or LRW whom the Authority requires to be moved or removed.
8. Where practicable and subject to operational constraints, the Authority shall inform the Contractor of its intentions prior to moving the Second Party's Employees, the Subcontractor's Employees and LRWs in accordance with Paragraph 7. Where the Authority moves the Second Party's Employees, Subcontractor's Employees and LRWs in accordance with Paragraph 7 without informing the Contractor, the Authority shall, as soon as reasonably practicable within operational constraints, notify the Contractor of the location to which the Second Party's Employees, the Subcontractor's Employees and LRWs have been moved.
9. The Authority shall not be obliged to give reasons for taking any action in accordance with Paragraph 7 but may, in its sole discretion, indicate its reasons.
10. Notwithstanding the provisions of Paragraph 9, in the event that the Second Party is involved in any employment claim or dispute arising in connection with any action taken by the Authority under Paragraph 7, the Authority shall, where reasonably practicable, provide to the Contractor, the First Party or the Second Party as appropriate any relevant information that the Second Party may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Authority.

The Authority's right to move between Expected Work Locations

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

The First Party's Obligations

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

The Second Party's Obligations

Personnel

13. The Second Party shall ensure that the Second Party's Employees, and shall procure that their Subcontractor's Employees, are medically fit and dentally fit to Deploy and to undertake the

tasks to which they are assigned including, taking into account any notices issued under Paragraph 12, being appropriately immunised.

14. The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and their Subcontractor's Employees for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and to enable the Contractor to properly complete CONDO Form 4A, CONDO Form 4B and Form T-SL- DES01 (as provided in the Authority's Def Stan 05-129 (Issue 5)) no later than 48 hours prior to the Second Party being Deployed.
15. The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and their Subcontractor's Employees to enable the Contractor to properly complete CONDO Form 3 (as provided in the Authority's Def Stan 05-129 (Issue 5)) by the fifth day of each month once the Second Party has Deployed and shall keep an accurate record of the details provided to the First Party.
16. If the Second Party becomes aware that any of the Second Party's Employees, their Subcontractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Second Party shall ensure that the Authority, the First Party and the next of kin of the Second Party's Employee or LRW concerned, and procure that the next of kin of their Subcontractor's Employee or LRW concerned, are informed as quickly as possible.

Conduct

17. The Second Party shall require the Second Party's Employees, their Subcontractor's Employees and LRWs to act in a responsible manner and shall require the Second Party's Employees, their Subcontractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.
18. The Second Party shall, as far as they are able and based on the information available to them:
 - a. inform the Second Party's Employees and procure that their Subcontractors inform the Subcontractor's Employees, prior to them being deployed, of their status whilst they are Deployed;
 - b. inform the Second Party's LRWs and procure that their Subcontractors inform the Subcontractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract;
 - c. provide updates in relation to their respective status as appropriate.
19. The Second Party shall ensure that the Second Party's Employees, and shall procure that their Subcontractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their cooperation in relation to any such search.
20. The Second Party shall require the Second Party's Employees and their Subcontractor's Employees to report to the Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Authority.
21. The Second Party shall ensure that the Second Party's Employees, and shall procure that their Subcontractor's Employees and LRWs report to the Authority's nominated briefing centre as specified by the Authority for operational briefings as required by the Authority.
22. If the Authority, in its absolute discretion, restricts the movement within the CAA of the Second Party, the Second Party's Employees, their Subcontractors, the Subcontractor's Employees and LRWs, the Second Party shall inform the Second Party's Employees, their Subcontractors,

the Subcontractor's Employees and LRWs as soon as practicable and require the Second Party's Employees, their Subcontractors, the Subcontractor's Employees and LRWs to comply with any such restriction.

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

Clothing, Equipment and Transport

24. The Second Party shall, during the Deployment, ensure that the Second Party's Employees and shall procure that their Subcontractor's Employees and LRWs have appropriate equipment and clothing for the climate and the tasks which the Second Party is contracted to undertake.
25. The Second Party shall ensure that the Second Party's Employees, and shall procure that their Subcontractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The Second Party shall ensure that the Second Party's Employees and shall procure that their Subcontractor's Employees avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the Contractor by the Authority for the purposes of the Contract and made available to the Second Party or as otherwise directed by the Local Military Commander.

Health and Safety

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

ID Cards

27. The Second Party shall ensure that all information, including that specified in the Authority's Def Stan 05-129 (Issue 5), required for the issue of identity cards or TCN cards to those of the Second Party's Employees and their Subcontractor's Employees who are authorised to Deploy is provided to the First Party in accordance with the processes set out in the Authority's Def Stan 05-129 (Issue 5).
28. The Second Party shall ensure that all information, including that specified in the Local Military Commander's orders, instructions, regulations and procedures, required for the issue of day security passes to the Second Party's and their Subcontractor's LRWs is provided to the First Party in accordance with the processes set out in the Local Military Commander's orders, instructions, regulations and procedures.
29. The Second Party shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Second Party's Employees, their Subcontractor's Employees and LRWs and shall require the Second Party's Employees to wear, and shall procure that their Subcontractor's Employees and LRWs wear, those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Second Party shall inform the Second Party's Employees, their Subcontractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Authority under Paragraph 7.

Training

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

Public Relations

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