

THE SECRETARY OF STATE FOR DEFENCE

and

UK DOCKS MARINE SERVICES

relating to

**In-Service Support (Asset Availability Service)
of Royal Navy Survey Vessel Hydrographic
Oceanographic Vessels (HMS ECHO & HMS
ENTERPRISE) and Ice Patrol Ship (HMS PROTECTOR)**

Record of Document Revision

Revision No.	Revision Date	Brief Revision Description	Change Control
V1	02/10/2018	Initial Issue	

THIS CONTRACT (CSS/0122) is made the second day of October two thousand and Eighteen.

between

(1) **THE SECRETARY OF STATE FOR DEFENCE** (The Authority)

(2) **UK DOCKS MARINE SERVICES** (The Contractor)

WHEREAS:

- a) the Authority requires a contractor to take responsibility for the exclusive delivery of long-term maintenance services to RN Vessels HMS ECHO, HMS ENTERPRISE and HMS PROTECTOR. The Authority has undertaken a competitive tendering exercise in order to select the preferred provider available to fulfil this Platform maintenance function;
- b) the Authority and the Contractor have accepted;
 - (i) an aim of this Contract is to achieve delivery of the services described in this Contract at the best possible Value for Money for the Authority;
 - (ii) a further aim of this Contract is to incentivise full and transparent working relationships between the Authority and the contractor to which end the parties have signed the Collaborative Working Charter at Schedule 5;
 - (iii) the Authority wishes to develop the way in which it interacts with key service providers and suppliers in order to better meet the Authority's operational requirements and to achieve continuous cost reduction; and
 - (iv) The Authority and the Contractor (together the "Parties" and each a "Party") agree that establishing a strategic relationship and maintaining a close relationship based on Collaborative Working

TERMS AND CONDITIONS OF CONTRACT

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TERMS AND CONDITIONS OF CONTRACT

1. INTRODUCTION

1.1 The following DEFCONS shall apply:

DEFCONS	DESCRIPTIONS
DEFCON 5J (Edn 18/11/16)	Unique Identifiers
DEFCON 14 (Edn 11/05)	Inventions and Designs
DEFCON 15 (Edn 02/98)	Design Rights and Rights to Use Information
DEFCON 23 (08/09)	Special Jigs, Tooling and Equipment
DEFCON 68 (Edn 02/17)	Supply of Data for Hazardous Articles, Materials and Substances.
DEFCON 76 (Edn 12/06)	Contractor's Personnel At Government Establishments
DEFCON 90 (Edn 11/06)	Copyright
DEFCON 91 (Edn 11/06)	Intellectual Property Rights in Software
DEFCON 113 (Edn 02/17)	Diversion Orders
DEFCON 117 (Edn 10/13)	Supply of Information for NATO Codification and Defence Inventory Introduction
DEFCON 126 (Edn 11/06)	International Collaboration
DEFCON 127 (Edn 12/14)	Price Fixing Condition for Contracts of Lesser Value (this shall apply to amendments to contract valued at less than £250,000)
DEFCON 129 (Edn 18/11/16)	Packaging (For Articles Other Than Munitions)
DEFCON 129J (Edn 18/11/16)	The Use Of Electronic Business Delivery Form
DEFCON 130 (Edn 02/16)	Packaging for Explosives
DEFCON 501 (Edn 05/17)	Definitions and Interpretations
DEFCON 502 (Edn 05/17)	Specifications Changes
DEFCON 503 (Edn 12/14)	Formal Amendments To Contract
DEFCON 507 (Edn 10/98)	Delivery
DEFCON 513 (Edn 11/16)	Value Added Tax (VAT)
DEFCON 514 (Edn 08/15)	Material Breach
DEFCON 515 (Edn 02/17)	Bankruptcy And Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 02/17)	Transfer

DEFCON 520 (Edn 02/17)	Corrupt Gifts And Payments Of Commission
DEFCON 522 (Edn 18/11/16)	Payment and Recovery of Sums Due
DEFCON 524 (Edn 10/98)	Rejection
DEFCON 525 (Edn 10/98)	Acceptance
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 528 (Edn 07/17)	Import and Export Licences
DEFCON 529 (Edn 09/97)	Law (English)
DEFCON 530 (Edn 12/14)	Dispute Resolution (English Law)
DEFCON 531 (Edn 11/14)	Disclosure Of Information
DEFCON 532A (Edn 06/10)	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/17)	Subcontracting and Prompt Payment
DEFCON 537 (Edn 06/02)	Rights of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 08/13)	Transparency
DEFCON 550 (Edn 02/14)	Child Labour and Employment Law
DEFCON 566 (Edn 10/16)	Change Of Control Of Contractor
DEFCON 595 (Edn 02/16)	General Purpose Automatic Test Equipment Data Requirements
DEFCON 601 (Edn 04/14)	Redundant Materiel
DEFCON 602A (Edn 12/06)	Deliverable Quality Plan
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 606 (Edn 06/14)	Change and Configuration Control Procedure
DEFCON 608 (Edn 10/14)	Access and Facilities To Be Provided By The Contractor
DEFCON 609 (Edn 06/14)	Contractor's Records
DEFCON 611 (Edn 02/16)	Issued Property
DEFCON 612 (Edn 10/98)	Loss Of Or Damage To The Articles
DEFCON 619A (Edn 09/97)	Customs Duty Drawback
DEFCON 620 (Edn 02/17)	Contact Change Control Procedure

DEFCON 621A (Edn 06/97)	Transport (If The Authority Is Responsible For Transport) <i>Note: Clause 1 shall not apply</i>
DEFCON 621B (Edn 10/04)	Transport (If Contractor Is Responsible For Transport)
DEFCON 624 (Edn 11/13)	Use of Asbestos
DEFCON 625 (Edn 10/98)	Co-operation On Expiry Of Contract
DEFCON 632 (Edn 08/12)	Third Party Intellectual Property – Rights and Restrictions
DEFCON 637 (Edn 05/17)	Defect Investigation and Liability
DEFCON 642 (Edn 06/14)	Progress Meetings
DEFCON 643 (Edn 12/14)	Price Fixing (non-qualifying contracts). <i>(This shall apply to amendments to Contract, specifically ad-hoc tasking, valued at more than £250,000). The period in Clause 4 shall be 5 years.</i>
DEFCON 644 (Edn 05/17)	Marking Of Articles
DEFCON 646 (Edn 10/98)	Law and Jurisdiction (Foreign Suppliers)
DEFCON 647 (Edn 09/13)	Financial Management Information <i>(This shall apply to amendments to Contract, specifically ad-hoc tasking, valued at more than £250,000).</i>
DEFCON 649 (Edn 12/16)	Vesting
DEFCON 656B (Edn 08/16)	Termination for Convenience – Over £5m <i>(The Authority reserves the right as per Clause 1 to this DEFCON to terminate the Contract in its entirety or per Platform following the notification of termination).</i>
DEFCON 658 (Edn 04/17)	Cyber
DEFCON 659A (Edn 02/17)	Security Measures
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements
DEFCON 661 (Edn 10/06)	War Risk Indemnity
DEFCON 670 (Edn 02/17)	Tax Compliance
DEFCON 681 (Edn 06/02)	Decoupling Clause - Subcontracting With The Crown
DEFCON 687A (Edn 06/01)	Provision of a Shared Data Environment Service
DEFCON 691 (Edn 03/15)	Timber And Wood – Derived Products
DEFCON 694 (Edn 03/16)	Accounting For Property Of The Authority
DEFCON 697 (Edn 07/13)	Contractors On Deployed Operations (CONDO)
DEFCON 703 (Edn 08/13)	Intellectual Property Rights – Vesting in the Authority
DEFCON 812 (04/15)	Single Source Open Book <i>(applies to Ad-Hoc tasking and Authority Changes over £1M only. Tasks and changes under £1M will require a price breakdown when quoted as part of the MoD Value for Money assessment)</i>
DEFCON 814 (12/14)	Single Source Contract Reports and Notifications <i>(applies to Ad-Hoc tasking and Authority Changes over £1M only. Tasks</i>

	<i>and changes under £1M will require a price breakdown when quoted as part of the MoD Value for Money assessment)</i>
DEFCON 815 (04/15)	<i>Single Source Non-qualifying Contracts (applies to Ad-Hoc tasking and Authority Changes over £1M only. Tasks and changes under £1M will require a price breakdown when quoted as part of the MoD Value for Money assessment)</i>
DEFFORM 815 (Edn 04/15)	<i>Contract Pricing Statement – Single Source Non-Qualifying Contracts (applies to Ad-Hoc tasking and Authority Changes over £1M only. Tasks and changes under £1M will require a price breakdown when quoted as part of the MoD Value for Money assessment)</i>

In addition to the DEFCONs listed in these Terms and Conditions of Contract, any other DEFCON the use of which is required for the proper comprehension and/or implementation of any DEFCON listed above, shall apply to the extent that any such other DEFCON is so required.

2. INTERPRETATION

2.1 In this Contract the words and phrases set out in Schedule 2 (Definitions) shall have the meaning ascribed to them in the Schedule unless otherwise provided for in this Contract.

2.2 In this Contract, except where the context otherwise requires:

2.2.1 the masculine includes the feminine and vice versa and words importing the neuter include the masculine and the feminine;

2.2.2 the singular includes the plural and vice versa;

2.2.3 references to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended or consolidated by any subsequent enactment, order, regulation, or instrument;

2.2.4 the heading to any Clause or Schedule shall not affect the interpretation of that Clause or Schedule;

2.2.5 any decision, act, or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority;

2.2.6 a reference in this Contract to any Clause, Paragraph, Schedule or Annex is, except where expressly stated to the contrary, a reference to such Clause, Paragraph, Schedule or Annex of this Contract;

2.2.7 any reference in this Contract to a range of Clauses, Paragraphs, Schedules or Annexes shall, except where expressly stated to the contrary, be inclusive of those Clauses, Paragraphs, Schedules or Annexes used to define the range;

2.2.8 any reference to this Contract or to any other document shall include any permitted variation, amendment or supplement to such document;

2.2.9 references to any documents being "in the agreed form" means such documents have been initialled by or on behalf of each of the parties for the purpose of identification;

2.2.10 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

2.2.11 all covenants, agreements, undertakings, indemnities, representations and warranties by more than one person are entered into, given or made by such persons jointly and severally;

2.2.12 references to a public organisation (other than the Authority) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation. References to other persons (other than the Authority) shall include their successors and assignees;

2.2.13 reference to the phrase "agreed or determined" means agreed between the parties or determined pursuant to the resolution of any dispute under DEFCON 530 (Edn 12/14), Dispute Resolution (English Law);

2.2.14 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

3. PRECEDENCE OF DOCUMENTS

3.1 The documents constituting this Contract are intended to be consistent. In the event of any ambiguity, conflict or inconsistency between the Contract and any document referred to or cross-referenced in the Contract, or between documents referred to or cross-referenced in the Contract, the conflict shall be resolved according to the following descending order of priority:

3.1.1 Clauses 1 to 37 of this Contract and Schedule 2 (Definitions);

3.1.2 Schedule 1 (Statement of Technical Requirement) of this Contract;

3.1.3 other Schedules of this Contract;

3.1.4 any other document of this Contract;

3.1.5 any other document agreed between the Authority and the Contractor after the Contract Award Date.

4. CONTRACTOR WARRANTIES AND REPRESENTATIONS

Contractor Warranties

4.1 The Contractor warrants and represents to the Authority that:

4.1.1 it is properly constituted and incorporated and has the corporate power to own its assets and to carry on its business as it is now being conducted;

4.1.2 it has the power to enter into and to exercise its rights and perform its obligations under this Contract;

4.1.3 all action necessary on the part of the Contractor to authorise the execution of and the performance of its obligations under this Contract has been taken or, in the case of any such document executed after the date of this Contract, shall be taken before such execution;

4.1.4 the obligations expressed to be assumed by the Contractor under this Contract are, or in the case of any such document executed after the date of this Contract shall be, legal, valid, binding and enforceable to the extent permitted by law and this Contract is or shall be in the proper form for enforcement in England;

4.1.5 the execution, delivery and performance by it of this Contract does not contravene any provision of:

- a. any existing Legislation binding on the Contractor, including Legislation which has been enacted but is not yet in force;
- b. the memorandum and articles of association of the Contractor;
- c. any order or decree of any court or arbitrator which is binding on the Contractor;
- d. any obligation which is binding upon the Contractor or upon any of its assets or revenues;
- e. no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Contractor (having made all due enquiry), pending or threatened against it or any of its assets which shall or might have a material adverse effect on the ability of the Contractor to perform its obligations under this Contract;
- f. it is not the subject of any other obligation, compliance with which shall or is likely to have a material adverse effect on the ability of the Contractor to perform its obligations under this Contract;
- g. no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, having made all due enquiry, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues (or any equivalent procedure);
- h. it shall not, and in entering into this Contract it has not, committed any Prohibited Act; and
- i. there is not and nor has there been any infringement or alleged infringement of any third party's IPR in connection with this Contract.

and the Authority relies upon such warranties and representations.

Contractor Undertakings

4.2 The Contractor undertakes that for so long as this Contract remains in full force it shall:

4.2.1 provide notice of any Dispute Proceedings to the Authority that are likely to affect the Contractor's ability to perform its obligations under the Contract or has the potential to cause reputational damage to the Authority, unless such notice is precluded by the rules of the court, arbitrator, administrator, adjudicator, mediator or any other relevant authority with jurisdiction over the Dispute Proceedings:

4.2.1.1 within 20 (twenty) Business Days of the Contractor becoming aware that Dispute Proceedings may be threatened or pending; and

4.2.1.2 immediately after the commencement of Dispute Proceedings.

Status of Contractor Warranties and Undertakings

4.3 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Contractor in this Contract are cumulative and none shall be given a limited construction by reference to any other.

5. CONTRACTOR RELATED PARTIES

5.1 Subject to the provisions of this Contract, the Contractor shall be responsible and liable for the acts and omissions of the Contractor Related Parties as if they were the acts and omissions of the Contractor. The Contractor shall, as between itself and the Authority, be responsible for the selection of and pricing by all Contractor Related Parties.

5.2 Without limitation to its actual knowledge, the Contractor shall, for all purposes of this Contract, be deemed to have such knowledge in respect of the AAS services as is held (or ought reasonably to be held) by any Contractor Related Party.

6. AUTHORITY RELATED PARTIES

6.1 The Authority shall be responsible and liable for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

7. CORE OBLIGATIONS

7.1 The Contractor, in addition to its obligations set out elsewhere under this Contract, shall carry out the Services, and/or shall procure that the Services are carried out and/or performed in accordance with:

- 7.1.1 the provisions of Schedule 1 (Statement of Technical Requirements) and other Schedules contained herein;
- 7.1.2 the Support Delivery Plan / Integrated Logistic Support Plan;
- 7.1.3 KPIs;
- 7.1.4 good industry practice;
- 7.1.5 all Necessary Consents;
- 7.1.6 all applicable Authority's Policies;
- 7.1.7 Legislation;

8. COMMENCEMENT AND DURATION

8.1 The Contract shall commence from the Contract Award Date, with Commencement of Services taking effect from 1 February 2019 for a period of 10 (ten) years.

8.2 This Contract and the rights and obligations of the Authority and the Contractor under this Contract shall (subject to Clause 33 (Continuing Obligations)) run from the date of Contract award until the earlier of:

- 8.2.1 the Termination Date; or

8.2.2 the Expiry Date,

such period being the "Contract Period".

9. VALUE FOR MONEY REVIEW AND OPTION TO TERMINATE

9.1 The Authority shall, as part of the performance measurement and management process conduct a Value for Money (VFM) Review as detailed at Schedule 3 (Contract Meetings). The purpose of the VFM Review is to provide a robust and consistent approach to determine if the Contract is delivering Value for Money for the Authority, and to provide recommendations as to whether the Contract should continue or be terminated in accordance with Clause 30 (Termination by the Authority) and competed within the wider market.

9.2 The Authority may require the Contractor to provide data (that could include but not necessarily be limited to: Cost Certificates; hours spent completing Work Packages; and anticipated costs for future Work Packages) and attend workshops or interviews in support of the formulation of the VFM review and outcomes.

9.3 The Authority will conduct such reviews in consultation with the participation of the Contractor. To this end the Contractor agrees

- a. To lend a reasonable assistance to the Authority in conducting the review, including Contractor Capability Assessment
- b. To discuss with the Authority the actual or likely conclusions of any such review.
- c. To provide the Authority with data that could include but not necessarily be limited to performance data, accounting details etc.

10 CONTRACT GOVERNANCE

10.1 The Contractor and the Authority shall comply with and actively participate in, the governance process as defined in Schedule 3 (Meetings Schedule).

10.2 The organisational responsibility and location for all events, meetings and workshops shall lie with and be at the residence of the Authority's Representative. Where a different location is required for any of the contracted events, meetings or workshops, then each party shall bear its own associated costs for attendance of the same.

11 COLLABORATIVE WORKING

11.1 In addition to and pursuant to Clause 7 (Core Obligations), the Contractor acknowledges and agrees that a programme of development with the Authority, hereinafter referred to as Collaborative Working, shall be maintained to ensure that the obligations of the Contract, are met by;

- a. improving working relationships between the Parties;
- b. enhancing communication between the Parties;
- c. enabling the Authority to better meet its operational requirements;

- d. facilitating continuous reduction in the cost to the Authority of provision of the capability upgrade services; and
- e. identifying any means by which greater efficiency in the implementation of this Contract can be achieved.

11.2 Accordingly, the Contractor and the Authority shall undertake Collaborative Working activities which shall include as a minimum;

- a. agreed objectives to support the contract delivery and improvement, to be described in a specific, measurable, achievable, realistic, and time-limited (“SMART”) format;
- b. agreed review date to determine performance against the Collaborative Working activities described herein, and any resultant ongoing action planning;
- c. details of a system for recording lessons learned and details of any agreed actions; and
- d. signature of Schedule 6 (Sustainable Procurement Charter) which will set the route to promoting sustainability enhancing processes that represent good practice wherever they are found.

11.3 Nothing in this Clause, or as a result of this Clause, shall relieve the Contractor of its obligations, and no assistance, or lack of assistance received from the Authority, may be used by the Contractor, as a reason for poor performance.

11.4 The Contractor shall be required to enter into a Collaborative Working Charter with the Authority as set out at Schedule 5 (Collaborative Working Charter) which will last for the duration of the Contract.

11.5 The Contractor acknowledges that the Collaborative Working Charter shall be in place within 30 (thirty) working days of Contract Award.

11.6 Neither in this Contract nor in Schedule 5 (Collaborative Working Charter), nor in the working out of the Contract nor its subsequent management is there any intention on the part of the Participants to create a partnership as defined in the Partnership Act 1890 nor any intention to create any joint venture nor any intention to constitute either party as agent of the other.

12 PRICING AND PAYMENT

12.1 Prices quoted in Schedule 7 (Pricing) are firm prices for years 1-3, fixed prices subject to VOP for years 4-10 and not subject to alteration in any respect save as provided for in Clauses 19 (General Change Procedure), 20 (Authority Change Procedure) and 21 (Contractor Change Procedure).

12.2 Payments for the Contract deliverables shall be made under the Contracting, Purchasing and Finance (CP&F) Electronic Procurement Tool in Pounds Sterling.

12.3 The Authority shall make payment to the Contractor as follows:

- a. Platform Available Days (PAD) – One twelfth of the yearly firm price at Schedule 7 (Pricing), monthly in arrears, less any reduction to be made under the

Service Credit regime detailed at Schedule 8 (Key Performance Indicators/Service Credit Regime);

b. Ad Hoc Tasking – On satisfactory completion of each approved task.

12.4 Payment of sub-contractors shall be in accordance with DEFCON 534 (Edn 06/17), Subcontracts and Prompt Payment. If a dispute arises then only the sum in dispute may be withheld and all other outstanding payments must be made.

13 SUPPORT REQUIREMENTS

13.1 The Contractor shall produce and maintain a Transition Plan (Schedule 11). This plan shall document how the Contractor will deliver comprehensive and effective transition from Contract Award to Commencement of Services.

13.2 The Contractor shall produce and maintain a Support Delivery Plan (Schedule 9) and an Integrated Logistic Support Plan (Schedule 10). These plans shall document how the Contractor will deliver the Asset Availability Service. These plans are to be reviewed and updated annually during the period of the contract.

13.3 The Contractor shall be responsible for ensuring the Platforms are serviced and maintained in order to comply with the Authority's operational programme (subject to change) at Schedule 1 (Statement of Technical Requirement). Shortfalls in Platform Availability and/or performance due to system and equipment faults shall be determined in accordance with Schedule 8 (Key Performance Indicators/Service Credit Regime) and may result in Service Credits being applied.

13.4 The Contractor shall be responsible for the planning, coordination, execution of all activities including the de-confliction of Contractor tasks with those of the Authority, sub-contractors and other parties.

13.5 For planning purposes there are 3 (three) categories of days and each category has different implications on the usage and availability of the Ship:

- a. Platform Available Days (PADs); and
- b. Contractor Allocated Maintenance Periods Days.
- c. Service Deficiency Days (see Schedule 8 Performance Indicators)

13.6 During PADs, the Contractor may, with the agreement of the Authority, undertake maintenance activities provided that such activities do not impact on the operational role and tasks of the Platform.

13.7 Contractor Allocated Maintenance Periods are those days when the Platform is handed over to the Contractor to undertake all maintenance activities including regular dockings and classification society inspections.

13.8 The Authority and the Contractor recognise the need for flexibility to achieve the maximum Ship availability. Such flexibility may be achieved, with the agreement of the Authority and the Contractor, without impacting on the PADs requirement specified in Schedule 1 (Statement of Technical Requirements). The following changes may be considered:

a. Should the Contractor require additional time to undertake essential maintenance activity, then the Contractor may request by giving the Authority not less 10 (ten) Business Days' notice to change a PAD to a Contractor Allocated Period. In the event that the Authority agrees to such a change this shall be balanced by a change of a Contractor Allocated Period to a PAD. Should the change not be acceptable to the Authority, the Contractor shall make alternative arrangements to undertake the maintenance activity.

b. The Authority may request to change a Contractor Allocated Maintenance Period Day to a PAD. In the event that the Contractor agrees to such a change this shall be balanced by a change of a PAD to a Contractor Allocated Maintenance Period and the Platform availability programme will be adjusted accordingly. Should the Contractor reject the change then the Authority shall have the right to effect the change. In such circumstances the Contractor will have the right to declare a Relevant Event.

Risk Management Plan

13.9 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract in accordance with the Risk Management Plan has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the Contractor and the Authority. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- a. particular risks and their impacts; or
- b. risk reduction measures, contingency plans and remedial plans,

shall not in any way limit or exclude the recipient's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

13.10 The Contractor shall produce and maintain a Risk Management Plan as defined in Schedule 9 (Support Delivery Plan).

Quality Management Plan

13.11 Throughout the Contract duration, the Contractor shall produce and maintain an acceptable deliverable Quality Plan to the Authority's Representative for provision of the services complying with AQAP 2105 Edition 2 (or such other quality standard as may replace or supersede the same or, in the absence of a replacement or a superseding quality standard or equivalent or such other quality assurance system acceptable to the Authority's Representative (acting reasonably)) in relation to provision of the Services.

13.12 The Contractors' Quality Plan shall make provision for the following:

- a) ensure the effective operation of the Quality Plan pursuant to this Clause 13 (Support Requirements);
- b) review the Quality Plan at intervals requested by the Authority to ensure its continued suitability and effectiveness; and

- c) liaise with the Authority on all matters relating to the Quality Plan.

13.13 The Contractor shall, in addition to its obligations under Clauses 13.1 and 13.2 above, ensure that the Services comply with:

- a) Def Stan 05-57 (Issue 6); dated 7 March 2014) – (Configuration Management of Defence Materiel)
- b) Def Stan 05-61 (Part 1 Issue 6 dated 31 March 2016) (Concessions)
- c) Def Stan 05-61 (Part 4 Issue 3 dated 23 Oct 2002) (Contractor Working Parties)
- d) Def Stan 05-61 (Part 9 Issue 5 dated 4 Feb 2016) (Independent Inspection Requirements for Safety Critical Items)
- e) Def Stan 05-135 (Issue 1 dated July 2014) (Avoidance of Counterfeit Materiel)
- f) AQAP 2105 (Edition 2 dated November 2009) – NATO QA Requirements for Deliverable Quality Plans
- g) AQAP 2110 (Edition 3 dated November 2009) – NATO QA Requirements for Design, Development and Production.
- h) AQAP 2210 (Edn A version 2 dated September 2015) – (NATO Supplementary Software QA Requirements)
- i) DEFCON 602A (Edn 12/06) (Deliverable Quality Plan)
- j) DEFCON 627 (Edn 12/10) (Quality Assurance - Requirements for Certificate of Conformity)

Audit of Contractor's Quality Assurance Systems

13.14 The Authority may carry out periodic audits, monitoring and spot checks of the Contractor's quality assurance systems and the Contractor shall procure that the Authority shall have a like right in respect of any relevant Sub-Contractors. The Contractor shall co-operate and shall procure that any relevant Sub-Contractor co-operates with the Authority including providing it with all information and documentation which it reasonably requires in connection with its rights under this Clause 13.14 (Audit of Contractor's Quality Assurance Systems).

13.15 The Project QA Focal Point for the requirement is DES Ships MPS-QA-2. Where considered appropriate it is recommended that MOD Government Quality Assurance Representative (GQAR) tasking be raised to carry out any risk-based surveillance. If DQAFF surveillance is undertaken, please request DES Ships MPS-QA-2 to co-ordinate any such tasking.

14. GOVERNMENT FURNISHED ASSETS (GFA)

Custody of and Accounting for Material Owned by the Authority

14.1 Without prejudice and further to the provisions of DEFCON 601 (Edn 04/14) – Redundant Materiel, DEFCON 609 (Edn 06/14) – Contractor's Records, DEFCON 611 (Edn 02/16) – Issued Property, DEFCON 694 (Edn 03/16) – Accounting for the Property of the Authority, and DEFSTAN 05-99 Issue 4 dated 31 Oct 2011 – Managing Government Furnished Equipment in Industry, which shall apply to this Clause, the Contractor is wholly responsible for storage,

protection, maintenance and accounting for all articles owned or supplied by the Authority to the Contractor for fitting in the Platform and all articles removed from the Platform during the course of the Contract. The Contractor shall not however be liable for loss, damage or destruction to GFA (as defined in the Contract) whilst in the Authority's transport system.

14.2 Title to returnable crates, containers and packaging in which supplies are delivered shall remain with the Authority. These shall be dispatched to the Authority by the Contractor as instructed by the Authority's Representative when empty. The Authority shall bear the cost of return freight.

14.3 The Contractor shall issue a receipt to the Authority's Representative for equipment received. The receipt shall include an itemised list of the equipment received.

14.4 The Contractor shall maintain a discrete stock record quoting the Authority's Contract reference and the name of the Platform. If required by the Authority this record shall promptly be made available to the Authority for the purpose of undertaking periodic audits.

14.5 The Contractor shall maintain a stock record, in electronic format in MS Excel, which shall show the following:

14.5.1 receipts –invoice serial number; purchase order number; manufacturers part number; NSN (Nato Stock Number); package number; quantity received and date of receipt.

14.5.2 issue of stock - issue date; issued to (whom); type of issue, i.e. "Issued for Embodiment", "Issued to Ship's Stock (ITSS)", "Returned".

14.5.3 balance remaining.

14.6 The Contractor shall e-mail the Excel spreadsheet maintained under Clause 14.5 above, containing this information to the Authority's nominated Representative on the last Business Day of each month. Should the Authority require additional copies of the spreadsheet they shall be supplied on CD (Compact Disc) or other media as required by the Authority. Such additional copies shall be provided to the Authority within 5 (five) Business Days of the Contractor's receipt of such requirement.

14.7 The Contractor shall give priority to the return of all items or materials owned by the Authority or which have become the property of the Authority under the terms of the Contract and which on completion of the Contract are surplus to requirements. These shall include inter alia, balances remaining, repairable and serviceable Authority owned materials, condemned stores and arisings. The cost of freight from the Contractor's premises will be borne by the Authority.

14.8 The Contractor shall provide a list to the Authority's Representative of all items or materials to be returned to the Authority under Clause 14.7. The list shall also include any surplus materials or other items or materials held by Subcontractors and which are the Authority's property under the terms of this Contract.

14.9 The Contractor shall seek disposal instructions from the Authority's Representative, in respect of the items and materials listed pursuant to Clause 14.8 and shall dispose of these as instructed. The Contractor shall credit the Authority with the value of such stores or arisings by means of a rebate to the Contract price. Secure storage for materials permanently removed from the Platform shall be provided by the Contractor until the items are disposed of by the Contractor in accordance with disposal instructions from the Authority's representative.

15. HEALTH AND SAFETY

General

15.1 Notwithstanding and without prejudice to the provisions detailed elsewhere in the Contract, the Contractor shall be entirely responsible for the safety, whilst on the Contractor's premises, of all personnel having legitimate cause to be there in connection with the Contract, whether or not in the Contractor's employ.

15.2 Save as may otherwise be specifically defined in the Contract, the Contractor shall, from each Platform's Take In Hand Date, be in charge of, and entirely responsible for, the care, protection and security of the relevant Platform and all things connected with such Platform, until the Actual Acceptance Date, or otherwise relieved by the Authority of such responsibilities.

15.3 During Fleet Time the Contractor shall comply with the health and safety requirements of the Platforms, and on arrival at the Platforms, shall make themselves aware of such requirements.

15.4 The Contractor shall assign a Safety Manager whose responsibility will be to oversee the implementation of health and safety statutory requirements and those detailed within this Clause 15 from the Commencement Date until Contract Expiry.

Support Activity Safety and Environmental Management Plan (SEMP)

15.5 The Contractor shall maintain a generic Support Activity SEMP as part of the Schedule 21 Safety and Environmental Management Protection covering all activities that may be undertaken under this Contract. The generic SEMP shall contain, but not be limited to:

- a) a contents list;
- b) a list of activities and associated safety risk assessments, mitigations, associated safe working practices, and permit to work schemes;
- c) a list of activities and associated environmental risk and impacts assessments, Site Environmental Controls and Procedures (including the provision of waste management);
- d) a safety meeting schedule for the activities;
- e) the hierarchy of safety responsibilities;
- f) a completion and acceptance of work procedures including: A handover procedure, accounting for and including check lists for all work items with associated sign off/acceptance forms; Handover procedures of all equipment operation manuals, maintenance manuals, maintenance schedules and training requirements. Handover shall include acceptance of configuration control, which includes updated drawings and other documents;
- g) Emergency Procedures and arrangements.

15.6 The Contractor shall utilise the generic SEMP to produce a tailored SEMP for each Project Work Package to be undertaken. The tailored SEMP shall contain:

- a) a list of all of the activities that will be undertaken during the Project Work Package;
- b) the elements of the generic SEMP applicable to the Project Work Package;

- c) a list of the appointed safety and environmental management personnel for the Project Work Package;
- d) a schedule of safety and environmental management meetings for the Project Work Package; and
- e) a list of all items applicable to the hand over and acceptance procedure.

15.7 The Authority shall, on the provision of reasonable notice to the Contractor, carry out formal audits with reference to the implementation and effectiveness of the SEMP.

Hazardous Materials

15.8 The obligations on the Contractor contained in this Clause are without prejudice to, and are in addition to, those outlined under DEFCON 68 (Edn 02/16) – Supply of Hazardous Articles and Substances, and any other requirements outlined elsewhere in the Contract.

15.9 Acknowledging that serious health hazards and pollution prevention requirements are associated with handling toxic, low flashpoint and/or radioactive materials the Contractor shall exercise due care when working with such materials and shall ensure that such materials are disposed of in compliance with applicable Statutory and defence Safety Authority requirements.

15.10 The Contractor shall maintain a Control of Substances Hazardous to Health register in relation to each Platform (or shall ensure that such a register is maintained in respect of any period during which the Contractor undertakes work on or in respect of any Platform) and shall ensure that a copy of each register is held at the Platform and at the Contractor's registered office, and that a copy is given to the Authority's Representative.

15.11 The Authority's Representative shall notify the Contractor of any items which it, or any Authority Related Party, is using or storing and which requires registration.

15.12 The Contractor shall consult with the Health and Safety Executive where the Contractor is in any doubt as to the requirements referred to in Clause 15.9 above.

15.13 In addition to complying with Clause 15.9, the Contractor shall ensure that any hazardous materials or equipment used or intended to be used in the carrying out of Service Provision are kept under control and in safe keeping in accordance with all relevant Legislation and Good Industry Practice. The Contractor shall ensure that all such materials are appropriately and clearly labelled on their containers. The Contractor shall promptly inform the Authority of any such materials being used or stored at any Sites or on any Platforms, and shall comply with additional reasonable requirements of the Authority in respect of such materials and equipment.

15.14 The Contractor shall notify the Authority's Representative of any unique-to-site environmental hazards relating to activity performed under the Contract.

15.15 The Contractor shall notify the Authority's Representative of relevant statutory requirements and the Contractor's own (and Subcontractor's as appropriate) environmental protection policies which cover such hazards.

15.16 On completion of any relevant work undertaken pursuant to this Contract, the Contractor shall update the relevant Platform's insulation survey record to show the insulating material state of such Platform at that time.

15.17 The Contractor shall ensure that any person working on or with hazardous material has been appropriately trained to deal with the associated hazards and that suitable warning notices are displayed in accordance with the requirements of relevant statutory requirements.

15.18 Notwithstanding the provisions of Clause 15.14 and 15.15, prior to any delivery of any hazardous materials to a Platform or Authority Site the Contractor shall provide information to the Authority's Representative on such hazardous materials in the form of the annex to DEFCON 68 (Edn 02/16), Supply of Data for Hazardous Articles, Materials and Substances, or as otherwise specified in the Contractor's Proposals.

Safe Systems of Work

15.19 Acknowledging that serious health and safety hazards are associated live electrical or pressurised systems, the Contractor shall exercise due care when working with such systems, and shall ensure that safe systems of work are used (in compliance with any applicable statutory requirements).

15.20 The Contractor shall consult with the Health and Safety Executive where the Contractor is in any doubt as to the requirements referred to in Clause 15.19.

15.21 The Contractor shall notify the Authority's Representative of any unique-to-site health and safety hazards relating to activity performed under the Contract.

15.22 The Contractor shall notify the Authority's Representative of relevant statutory requirements and the Contractor's own (and Subcontractor's as appropriate) safety policies which cover such hazards.

15.23 The Contractor shall ensure that any person working on or with hazardous systems or equipment has been appropriately trained to deal with the associated hazards and that suitable warning notices are displayed in accordance with the statutory requirements. Work on pressure systems and live electrical systems shall only be undertaken where a TAGOUT Procedure has been established.

Major Incidents

15.24 If there is an incident, either a near miss or resulting in harm or damage to property, personnel or the environment, relating to activity under this Contract, the Contractor shall inform the Authority as soon as reasonably practicable. The Contractor shall identify and implement the necessary recovery and/or remedial action to rectify the causes and effects of the incident.

15.25 If the Authority deems the incident to be sufficiently serious as to require formal investigation, the Contractor, if so requested by the Authority, shall conduct an investigation as soon as reasonably practicable to establish the root cause of the incident.

15.26 Where an investigation is to be conducted by the Contractor pursuant to Clause 15.24 above the Authority shall retain the right to nominate a representative to participate in the investigation in any of the following capacities:

- a) as members of the investigating team;
- b) in an advisory capacity; and/or
- c) to question witnesses.

15.27 The presence of an Authority's representative shall be without prejudice to the Authority's right to accept or reject the findings and recommendations of such investigation.

15.28 If the Contractor wishes to call the Authority's personnel to an inquiry (either to give evidence or for any other purpose), prior approval to do so shall be sought from the Authority's Representative who will advise on the procedure to be followed by the Contractor in doing so.

15.29 A full report of any investigation undertaken pursuant to Clause 15.26, signed by a director of the Contractor shall be forwarded to the Authority within 10 Business Days of its completion and shall include:

- a) a narrative of the incident;
- b) conclusions and recommendations;
- c) record of oral evidence given in the course of such investigation;
- d) copies of any written evidence, sketches or diagrams produced in the course of such investigation to illustrate the evidence of any witnesses;
- e) if there is any difference of opinion among the investigation team on any material point, the grounds of difference shall be stated fully.

15.30 The report referred to in Clause 15.29 above shall be without prejudice to the rights of the Authority under the Contract, or otherwise, in respect of any Loss or damage arising from any incident giving rise to such report.

15.31 Notwithstanding the foregoing, if the Authority wishes to conduct a subsequent enquiry, the Authority shall have the right to require the Contractor and/or any Contractor Related Party to attend the Authority's enquiry in any capacity, to give evidence or for any other purpose. If the Contractor proposes to call any Authority employee to such inquiry (either to give evidence or for any other purpose) prior approval to do so shall be sought from the Authority's Representative who will advise on the procedure to be followed in doing so.

16. SECURITY

Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

16.1 The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

16.2 OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.

16.3 All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL- SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.

16.4 Disclosure of OFFICIAL and OFFICIAL-SENSITIVE information shall be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the

Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter other than to a person directly employed by the Contractor or sub-Contractor, or Service Provider.

16.5 Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed.

Access

16.6 Access to OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a “need-to-know”, have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.

16.7 The Contractor shall ensure that all individuals having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.

Hard Copy Distribution

16.8 OFFICIAL and OFFICIAL-SENSITIVE documents shall be distributed, both within and outside company premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL or OFFICIAL-SENSITIVE shall not appear on the envelope. The envelope should bear a stamp or details that clearly indicate the full address of the office from which it was sent.

16.9 Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the Authority.

Electronic Communication, Telephony and Facsimile Services

16.10 OFFICIAL information may be emailed unencrypted over the internet. OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a CESG Commercial Product Assurance (CPA) cryptographic product or a MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the CPA scheme are available at: <http://www.cesg.gov.uk/servicecatalogue/Product-Assurance/Pages/Product-Assurance.aspx>. Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.

16.11 OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

16.12 UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the UK and overseas. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not with (or within) earshot of unauthorised persons.

16.13 UK OFFICIAL information may be faxed to recipients located both within the UK and overseas; however OFFICIAL-SENSITIVE information may be faxed only to UK recipients.

Use of Information Systems

16.14 The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

16.15 As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

16.16 The following describes the minimum security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.

- a) Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System -Administrators should not conduct ‘standard’ User functions using their privileged accounts.
- b) Identification and Authentication (ID&A). All systems shall have the following functionality:
 - i. Up-to-date lists of authorised users.
 - ii. Positive identification of all users at the start of each processing session.
- c) Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be ‘strong’ using an appropriate method to achieve this, for example including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.
- d) Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
- e) Data Transmission. Unless the Authority authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in Clause 16.10.
- f) Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

The following events shall always be recorded:

- i. All log on attempts whether successful or failed,
- ii. Log off (including time out where applicable),
- iii. The creation, deletion or alteration of access rights and privileges,
- iv. The creation, deletion or alteration of passwords,

For each of the events listed above, the following information is to be recorded:

- v. Type of event,
- vi. User ID,
- vii. Date & Time,
- viii. Device ID,

The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g) Integrity & Availability. The following supporting measures shall be implemented:

- i. Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
 - ii. Defined Business Contingency Plan,
 - iii. Data backup with local storage,
 - iv. Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
 - v. Operating systems, applications and firmware should be supported,
 - vi. Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented,
- h) Logon Banners. Wherever possible, a "Logon Banner" shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be: "Unauthorized access to this computer system may constitute a criminal offence."
- i) Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
- j) Internet Connections. Computer systems shall not be connected direct to the Internet or 'untrusted' systems unless protected by a firewall (a software based personal firewall is the minimum) which is acceptable to the Authority's Principal Security Advisor.
- k) Disposal before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

16.17 Laptops holding any MOD supplied or Contractor generated OFFICIAL-SENSITIVE information are to be encrypted using a CPA product or equivalent as described in Clause 16.10.

16.18 Unencrypted laptops not on a secure site¹ are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt the term “drives” includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media e.g. CDs and DVDs), floppy discs and external hard drives.

16.19 Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

16.20 Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

16.21 The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE information to the Authority.

16.22 Accordingly, in accordance with Industry Security Notice 2014/02 as may be subsequently updated at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/293480/ISN2014_02_Incident_Reporting.pdf

Any security incident involving any MOD owned, processed, or Contractor generated OFFICIAL or OFFICIAL-SENSITIVE information defined in the contract Security Aspects Letter shall be immediately reported to the MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC). This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the MOD's Chief Information Officer (CIO) and, as appropriate, the company concerned. The MOD WARP will also advise the Contractor what further action is required to be undertaken.

JSyCC WARP Contact Details

Email: For those with access to the RLI: CIO-DSAS-JSyCCOperations

Email: For those without access to the RLI: CIO-DSAS-JSyCCOperations@mod.uk

Telephone: Working Hours: 030 677 021 187

Out of Hours/Duty Officer Phone: 07768 558863

Fax: 01480 446328

Mail: Joint Security Co-ordination Centre (JSyCC), X007 Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambs, PE28 2EA.

¹ Secure Sites are defined as either Government premises or a secured office on the contractor premises

Sub-Contracts

16.23 The Contractor may Sub-contract any elements of this Contract to Sub-Contractors within the United Kingdom notifying the Authority. When sub-contracting to a Sub-Contractor located in the UK the Contractor shall ensure that these Security Conditions shall be incorporated within the Sub-contract document. The prior approval of the Authority shall be obtained should the Contractor wish to Sub-contract any OFFICIAL-SENSITIVE elements of the Contract to a Sub-Contractor located in another country. The first page of Appendix 5 (MOD Form 1686 (F1686)) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 form can be found at Appendix 5 at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc.

17. AUTHORITY SITES

Contractor's Conduct on Authority Sites

17.1 Subject to Clause 8.2, the Contractor shall, and/or shall procure that, in carrying out the provision of the Services at the Authority Sites it and/or any Contractor Related Party shall:

17.1.1 not act or omit to act in any way which shall give rise to a right for any person to obtain title to or any right or interest over an Authority Site or any part of it;

17.1.2 observe and comply with any third party rights (including public rights) which may exist from time to time in respect of land comprising and adjoining the Authority Sites, and the Contractor shall ensure that the provision of the Services is carried out in such a way as not to interfere with access to and use and occupation of public or private roads or footpaths by any person who is entitled to any such access, use or occupation;

17.1.3 not use or occupy the Authority Sites for any purpose other than the provision of the Services;

17.1.4 not deposit or manufacture on the Authority Sites any materials which are not required for the provision of the Services;

17.1.5 not store materials or park vehicles in the immediate external vicinity of the boundaries of the Authority Sites other than for reasonable periods necessary for loading and unloading;

17.1.6 not discharge any oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter from the Authority Sites into any rivers or any ditches or conduits on the Authority Sites and/or any adjoining property and not permit or suffer the blockage of any of such rivers, ditches and conduits by reason of anything done or omitted on the Authority Sites, and shall comply at the Contractor's expense with any requirements of the Environment Agency or any other Relevant Authority so far as such requirements relate to or affect the provision of the Services;

17.1.7 procure that those parts of such Authority Site which are from time to time occupied by the Contractor and/or Contractor Related Parties for the purpose of the provision of the Services are maintained in a clean, orderly, safe and secure state, and their working areas on the Authority Sites are secure against trespassers

and clean and tidy so far as practicable having regard to the nature of the provision of the Services;

17.1.8 as soon as is reasonably practicable following issue of an Acceptance Certificate, clear from the Relevant Authority Sites to the reasonable satisfaction of the Authority all temporary structures, rubbish and all building and surplus material and equipment of the Contractor, and any Sub-Contractor and in default the Authority shall be entitled to employ an alternative contractor to clear them and shall be entitled to be reimbursed by the Contractor for any costs reasonably incurred in clearing or procuring the clearing of them, provided that the Authority shall not be entitled to exercise such right for a period of 1 (one) week following the date of the Acceptance Certificate;

17.1.9 not, without the written consent of the Authority's Representative (not to be unreasonably withheld or delayed), erect any temporary structure except site accommodation; and

17.1.10 take all necessary steps in accordance with Legislation and all Relevant Authority Policies including DEFSTAN 00-56 with regard to ensuring that the health and safety of all:

17.1.10.1 occupants of the Authority Sites; and

17.1.10.2 individuals invited onto the Authority Sites; and

17.1.10.3 occupants of adjoining properties,

is not adversely impacted upon.

17.2 The Contractor shall comply and shall ensure that his Representatives comply with the rules, regulations and requirements that are in force whilst at the Authority Site which shall be provided by the Authority on request.

17.3 When on board ship, compliance with the rules, regulations and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

17.4 No act or omission of the Authority or an Authority Related Party shall result in the Contractor being in breach of Clause 17.1 (Contractor's Conduct on Authority's Sites) unless such act or omission arises out of or in connection with the Authority or an Authority Related Party:

17.4.1 acting on the instruction of the Contractor or a Sub-Contractor; and/or

17.4.2 failing to supervise and/or take reasonable care to supervise the performance of any person engaged in the provision of the Services.

17.5 Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.

18. INSURANCE

Obligations to maintain Insurance

18.1 Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in Schedule 12 (Required Insurances) take out and maintain, or procure the taking out and maintenance of the insurances as set out in Schedule 12 (Required Insurances) and any other insurances as may be required by applicable and relevant law or regulation (together the "Required Insurances") the Contractor shall ensure that each of the Required Insurances is effective no later than the date on which the relevant risk commences.

18.2 The Required Insurances shall be maintained in accordance with good industry practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international and marine insurance markets from time to time.

18.3 The Required Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international and marine insurance markets.

General obligations

18.4 Without limiting the other provisions of this Contract, the Contractor shall:

18.4.1 take or procure the taking of all reasonable risk management and risk control measures in relation to this Contract as it would be reasonable to expect of a prudent contractor acting in accordance with good industry practice;

18.4.2 hold all policies in respect of the Required Insurances and cause any insurance broker effecting the Required Insurances to hold any insurance slips and other evidence of placing cover representing any of the Required Insurances to which it is a party.

Non invalidation and failure to insure

18.5 The Contractor (and the Contractor shall procure that none of its Sub-Contractors of any tier) shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.

18.6 Where the Contractor has failed to purchase any of the Required Insurances or maintain any of the Required Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Contractor to purchase the relevant Required Insurances, and the Authority shall be entitled to recover the premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

Evidence of insurances

18.7 The Contractor shall from the date of this Contract and within ten (10) days after the renewal, replacement or placement of the relevant risk of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in force and effect and meet the requirements of Schedule 12 (Required Insurances). However inspection nor receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority of the terms thereof, that the extent of the insurance cover is sufficient or that the terms and conditions thereof are satisfactory nor be a waiver or relieve the Contractor of any of its liabilities and obligations under this Contract.

Cancellation

18.8 Subject to Clause 18.9, the Contractor shall notify the Authority in writing at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.

18.9 Clause 18.8 shall not apply where the termination of any Required Insurances occurs purely as a result of a change of insurer in respect of any of the Required Insurances required to be taken out and maintained in accordance with this Clause 18 and the provisions of Clause 18.7 shall apply.

Insurance claims

18.10 The Contractor shall promptly notify to insurers any matter arising from, or in relation to this Contract for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

18.11 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within ten (10) days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to or arising out of this Contract on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

Premiums and deductibles

18.12 Where any Required Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.

18.13 Where any Required Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Contract or otherwise.

19. GENERAL CHANGE PROCEDURE

19.1 Other than in respect of either an Authority Change or a Contractor Change this Contract may not be amended except by the written agreement of the duly authorised representatives of the Authority and the Contractor.

19.2 The written agreement of the Authority and the Contractor shall be obtained only by either:

19.2.1 the Contractor's unqualified acceptance, in the form required by the Authority, of a serially numbered amendment issued by the Authority to the Contractor; or

19.2.2 the despatch by the Authority of a serially numbered amendment letter as an unqualified acceptance of a proposed amendment from the Contractor.

19.3 Any purported amendment to this Contract which does not satisfy the terms of this Clause 19 (General Change Procedure) shall be of no effect.

20. AUTHORITY CHANGE PROCEDURE

20.1 The Authority shall have the right at any time to request an Authority Change. An Authority Change shall be submitted to the Contractor in writing and shall give sufficient particulars, documentation and details fully to describe the Authority Change.

20.2 The following will constitute a Contract Change Request that may be raised by the Authority:

20.2.1 Changing a Contractor Allocated Maintenance Day to a Platform Available Day.

20.2.2 Post-Design Services: seeking Contractor support in devolving Guidance Information in support of such as Capability Upgrades, responding to S2022s.

20.2.3 Through Life Support: seeking Contractor support for undertaking activities such as additional support during Contractor Allocated Maintenance Periods, installation of Capability Upgrades, support to GFA items and uplift to stock holdings.

20.3 Unless otherwise agreed in writing the Contractor shall within 10 (ten) Days of receipt of the Authority Change at his own expense provide to the Authority a written response detailing the consequences of implementing the Authority Change, including but not limited to:

20.3.1 changes in the Contract price in accordance with DEFCON 127 (Edn 12/14), Price Fixing for Contracts of Lesser Value or DEFCON 643 (Edn 12/14), Price Fixing (non-qualifying Defence Contracts), as appropriate;

20.3.2 any impact on the provision of the Services and/or the Contract;

20.3.3 any amendment required to the Contract as a result of the Authority Change.

20.4 The Contractor's response provided in accordance with Clause 20.3, above (referred to hereafter as the Contractor's proposal), shall be reasonable in all respects.

20.5 The Authority may accept the Contractor's proposal provided in accordance with Clause 20.3 either by:

20.5.1 the despatch by the Authority of a serially numbered amendment letter confirming unqualified acceptance; or

20.5.2 issuing a serially numbered amendment to the Contractor which shall come into force only when the Contractor has despatched to the Authority an unqualified acceptance of the serially numbered amendment in the form required by the Authority.

20.6 If the Authority elects not to continue with the Authority Change, the Authority shall notify the Contractor accordingly.

20.7 If the Authority does not respond within 30 (thirty) Days of receipt of the Contractor's proposal produced in accordance with Clause 20.3 the Authority shall be deemed to have withdrawn the Authority Change.

21. CONTRACTOR CHANGE PROCEDURE

21.1 If the Contractor wishes to introduce a change in the Services and/or the Contract it may request a Contractor Change. The Contractor Change must:

- 21.1.1 specify the Contractor's reasons for proposing the change;
- 21.1.2 set out the proposed change in sufficient detail to enable the Authority to evaluate it including the impact on the provision of the Services and/or the Contract;
- 21.1.3 set out any proposed change in the Contract price.

21.2 The Authority will evaluate the proposed Contractor change taking into account all relevant issues and shall notify the Contractor of his decision within 30 (thirty) Days of receipt of the Contractor Change. Approval of a Contractor Change shall be at the sole and absolute discretion of the Authority.

21.3 If the Authority accepts the Contractor Change (with or without modification), the relevant change in the Services and/or Contract shall be implemented within such period as the Authority and Contractor agree.

21.4 It is the Contractors responsibility to ensure that the Platforms remain available and capable in order to delivery Operational Requirements. Within 2 (two) working days of receipt of an OPDEF from the Platform the Contractor shall submit a Contractor Change Request Form providing evidence that they consider the liability for rectification resides with the Authority due to:

CAT	Definition
Maintenance	Failure of the User to undertake planned maintenance as defined in the Maintenance Management System,
D of C	Lack of Duty of Care (flood, fire, lack of watch keeping),
Stores	Wrongly demanded items,
Programme	Change of FOS (short notice changes to programme).
Capacity	Lack of Ship Staff capacity (requests for support due to gapped billets)/lack of MoD Capability (e.g. sullage, shore power etc.).

21.5 On submission of a Contractor Change Request form, the Contractor must:

- 21.5.1 provide an explanation of why the Contractor considers that the rectification of the OPDEF as being outside of their responsibility e.g. a Relevant Event;
- 21.5.2 include a request for a Limit of Liability (Not to Exceed Value) for the necessary remedial action;
- 21.5.3 state the specific remedial action required; and
- 21.5.4 propose a date for repair.

21.6 The Authority will review the request for OPDEF Liability and will authorise approval to proceed without prejudice dependent on the submission of any requested additional information /evidence to ascertain liability.

21.7 The Contractor is responsible for notifying the Authority if the indicative Limit of Liability is to be exceeded or the remedial action will not be completed within the indicated timescale.

21.8 Upon completion of the remedial action, the Contractor shall submit within (30) thirty working days, a final claim with all the necessary evidence, correspondence, sub-contractor OEM reports, cost certificates, purchase orders firm price for consideration by the Authority.

21.9 The Authority will evaluate the Contractor request for OPDEF liability taking into account all evidence provided and shall notify the Contractor of his decision within 10 (ten) Working Days of receipt of the final request. Approval of a Contractor Change shall be at the sole and absolute discretion of the Authority.

21.10 If the Authority accepts liability (with or without modification), and provided the Contractor has taken all reasonable steps to mitigate the effect of the Relevant Event, and subject to the agreement of a fair and reasonable price the relevant change shall be implemented and the Authority shall issue a Contract amendment. The Authority will continue to make payment as would have been due to the Contractor had the Relevant Event not occurred; and not apply Service Credits and the Vessel shall be deemed available notwithstanding the Relevant Event.

21.11 For any work featured within any Contract amendment pursuant to Clause 21.10 all performance measures detailed within Schedule 8 (Key Performance Indicators) shall apply, unless expressly agreed upon by the Authority.

22. APPROVAL BY THE AUTHORITY

22.1 Except for a confirmation of a change pursuant to Clause 20 (Authority Change Procedure) and Clause 21 (Contractor Change Procedure) which expressly changes the Contractor's obligations or liabilities or the Authority's rights under this Contract, no review, comment or approval by the Authority shall operate to exclude or limit the Contractor's obligations or liabilities or the Authority's rights under this Contract.

23. CONTRACT RECORDS

Open Book

23.1 For the purposes of DECON 812 (04/15) the Relevant Records shall include but not be limited to:

- a) administrative overheads; and
- b) payments made or received from Subcontractors; and
- c) capital and revenue expenditure; and
- d) the Contractor's consolidated income statement and audited financial statements for each of its annual financial periods; and
- e) copies of any formal notices in respect of waivers, consents and similar actions in respect of breaches of representations or warranties under the financing agreements from the Contractor to the Agent; and

f) such other items as the Authority may require to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purpose of this Contract.

Project Records

23.2 The Contractor shall ensure that the Project Records are kept up to date at all times and/or are updated when reasonably requested by the Authority's Representative and shall deliver a copy of any updated Project Records to the Authority's representative within 20 (twenty) working days from the later of their creation or the Authority's Representative's request.

23.3 The Contractor shall keep the Authority fully informed as to the procedures in place for ensuring that the Project Records are at all times fully up to date, and at the Authority's reasonable request provide the Authority's Representative with evidence that the Project Records are fully up to date.

Retention, Inspection and Audit Access

23.4 The Project Records shall be retained for a period of at least 6 (six) Years after the Contractor's obligations under this Contract have come to an end.

23.5 The Contractor shall at all times provide such facilities as the Authority may reasonably require for its Representatives to visit any place where the Project Records and Financial Records are held and examine such documents.

23.6 The Contractor shall provide a report on any or all of the Project Records and Financial Records to the Authority's Representative as and when requested by the Authority's Representative.

23.7 The Contractor shall:

- a) permit all Project Records to be examined and copied from time to time by any auditor (whether internal or external) of the Authority and other Representatives of the Authority; and
- b) co-operate fully and in a timely manner with any reasonable request from time to time of any auditor (whether internal or external) of the Authority and at the expense of the Contractor to provide documents, or to procure the provision of documents, relating to the Project, and to provide, or to procure the provision of, any oral or written explanation relating to the same; and
- c) co-operate fully with the Authority to use any data in Progress records to improve the efficiency and Value for Money of the services performed under the Contract.

23.8 For the purposes of the National Audit Act 1983 the Comptroller and Auditor General may examine all or any of the Project Records as he may reasonably require which are owned, held or otherwise within the control of the Contractor and any Subcontractor and may require the Contractor and any Subcontractor to produce such oral or written explanations as he considers necessary.

23.9 The Parties acknowledge that the Comptroller and Auditor General have the right to publish details of this Contract (including Commercially Sensitive Information) in its relevant reports to Parliament.

24. COMMUNICATIONS AND NOTICES TO REPRESENTATIVES

24.1 All notices, information, documentation, certificates or written instructions to be provided or submitted under this Contract by one Party shall be in writing and authenticated by signature or by such other method as agreed between the Parties, shall be marked in a prominent position with the number of this Contract, shall be served by sending the same by a scanned attachment to an e-mail, first class post, facsimile or by hand, and shall be marked for the attention of the other Party's Representative, to the other Party's address. A full list of Authority addresses is provided at Schedule 17 (Appendix - Addresses and Other Information – DEFFORM 111 (Edn 18/11/16)).

24.2 Either Party (or either Representative) may change its nominated address, facsimile number or telephone number by prior written notice to the other party's representative.

Service of Notices

24.3 Notices sent by e-mail shall be effective on positive confirmation of receipt by the recipient. Notices given by post shall be effective upon the earlier of actual receipt and 5 (five) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

24.3.1 within 2 (two) hours after sending, if sent on a Business Day between the hours of 9 am and 4 pm; or

24.3.2 by 11 am on the next following Business Day, if sent after 4 pm on a Business Day but before 9 am on that next following Business Day, or on a day other than a Business Day.

Notices to Representatives

24.4 Subject to Clause 24.1 (Communications and Notices to Representatives) to 24.3 (Service of Notices), any notice, information, instructions or public communication given to:

24.4.1 the Contractor's Representative shall be given in writing and shall be deemed to have been given to the Contractor; and

24.4.2 the Authority's Representative shall be given in writing and shall be deemed to have been given to the Authority.

24.5 The Authority shall not be responsible for and the Contractor shall not be entitled to rely on and shall not do so or Claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Contractor act on or fail to act on any notice, communication or other purported instruction given by a person alleging to act for and on behalf of the Authority unless such person is the Authority's Representative.

25. PUBLIC ACCESS TO INFORMATION

25.1 The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR) and shall facilitate the Authority's compliance with its Information disclosure requirements pursuant to the same in the manner provided for in Clauses 16.2 to 16.9 inclusive below.

25.2 Where the Authority receives a Request for Information in relation to Information that the Contractor is holding on its behalf, and which the Authority does not hold itself, the Authority shall refer to the Contractor such Request for Information that it receives as soon as practicable and in any event within 5 (five) Business Days of receiving a Request for Information and the Contractor shall:

25.2.1 provide the Authority with a copy of all such Information in the form that the Authority requires as soon as practicable and in any event within 10 (ten) Business Days (or such other period as the Authority acting reasonably may specify) of the Authority's request; and

25.2.2 provide all necessary assistance as reasonably requested by the Authority in connection with any such Information, to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

25.3 Following notification under Clause 25.2 up until such time as the Contractor has provided the Authority with all the Information specified in Clause 25.2.1 the Contractor may make representations to the Authority as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Authority shall be responsible for determining at its absolute discretion:

25.3.1 whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;

25.3.2 whether Information is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly, or allow its Sub-Contractors to respond directly, to a Request for Information unless expressly authorised to do so by the Authority.

25.4 The Contractor shall ensure that all Information held on behalf of the Authority is retained for disclosure for at least 10 (ten) years (from the date it is acquired) and shall permit the Authority to inspect such Information as requested from time to time.

25.5 The Contractor shall transfer to the Authority any Request for Information received by the Contractor as soon as practicable and in any event within 2 (two) Business Days of receiving it.

25.6 The Contractor acknowledges that any lists provided by him listing or outlining Confidential Information, are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with the requirements of the FOIA and the Environmental Regulations.

25.7 In the event of a request from the Authority pursuant to Clause 25.2 above, the Contractor shall as soon as practicable, and in any event within 5 (five) Business Days of receipt of such request, inform the Authority of the Contractor's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Authority under Section 12(1)12 of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Authority's own such costs in respect of such Request for Information) will exceed the Appropriate Limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the "Appropriate Limit") the Authority shall inform the Contractor in writing whether or not it still requires the Contractor to comply with the request, and, where it does require the Contractor to comply with the request, the 10 (ten) Business Days period for compliance shall be extended by such number of additional days for compliance as the Authority is entitled to under Section 10 of the FOIA. In such case, the Authority

shall notify the Contractor of such additional days as soon as practicable after becoming aware of them and shall reimburse the Contractor for such costs as the Contractor incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

25.8 The Contractor acknowledges that (notwithstanding the provisions of DEFCON 531 (Edn 11/14), Disclosure of Information) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 (the "Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Contractor or the Project.

25.9 Following consultation with the Contractor and having taken their views into account, provided always that where Clause 25.8 applies the Authority shall, in accordance with the recommendations of the Code, draw this to the attention of the Contractor prior to any disclosure.

26. FORCE MAJEURE

26.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

26.1.1 acts of nature;

26.1.2 war;

26.1.3 hostilities;

26.1.4 fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.

26.2 The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

26.3 Subject to Clause 26.4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

26.4 The maximum extension of time granted under this clause shall be limited to 4 (four) weeks after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

27. SUB-CONTRACTORS

27.1 The Contractor shall perform its obligations under, and observe all the terms of, any Sub-Contract which it has entered into with a Sub-Contractor.

27.2 Nothing in this Contract shall prohibit or prevent any Sub-Contractor employed by the Contractor from being employed by the Authority at any establishments of the Authority.

27.3 Prior to entering into any Sub-Contract relating to Intellectual Property Rights (IPR), the Contractor shall notify the proposed Sub-Contractor that the Contractor is not, by virtue of prior agreement with the Authority, entitled to place a contract with the Sub-Contractor which does not comply with the conditions of Clause 28.7 (Sub-Contractor IPR).

27.4 The Contractor shall retain, for 2 (two) years from the earlier of the Termination Date or the Expiry Date as the case may be, a copy of all Sub-Contracts (or the relevant parts thereof) sufficient to demonstrate the Authority's rights with respect to Clause 28.7 (Sub-Contractor IPR) including rights in respect of Sub-Contractor IPR and shall provide certified copies of such records to the Authority's Representative upon request.

Terms of Sub-Contracts

27.4.1 The Contractor shall ensure that the requirements and obligations set out under this Contract are flowed down to all their Sub-Contractors. Nothing in this clause shall absolve the Contractor of its responsibilities under this contract.

27.4.2 The Authority may, at its sole discretion, seek to acquire the same rights from a proposed Sub-Contractor as are recited in Clause 28.7 (Sub-Contractor IPR) by means of a direct IPR agreement with a proposed Sub-Contractor, and the Contractor may not place a Sub-Contract until the Authority's Representative has confirmed in writing either that it has entered into such a direct agreement or that it does not wish to do so. Should the Authority opt for such a direct agreement, the Authority's Representative shall inform the Contractor provided always that the Authority shall be responsible for its own costs in procuring and negotiating any such direct agreements.

Supply of Sub-Contracts

27.5 The Contractor shall provide the Authority's Representative within 5 (five) Business Days of such a request being made with:

27.5.1 as many copies of each Sub-Contract order as he may reasonably require; and

27.5.2 a copy of the advice notes upon which Sub-Contract items are received; and

27.5.3 full particulars when items received differ from those ordered.

28. MATTERS TO BE INCLUDED IN SUB-CONTRACTS

Secrecy and Security

28.1 If the Project includes, or shall involve, the disclosure of information about a Secret Matter, for the purposes of this Clause 28 (Matters to be Included in Sub-Contracts), "Sub-Contractor" shall mean a Sub-Contractor of any level or tier through the supply chain to the Contractor, involved in the provision of the services, or any person who has or may have access to the Secret Matter.

28.2 All Sub-Contracts shall include provisions for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Contractor as set out in this contract.

28.3 The Contractor shall, and shall procure that its Sub-Contractors shall give such notices, directions, requirements and decisions to the Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts pursuant to Clauses 28.1 (Secrecy and Security) to 28.6 into operation in such cases and to such extent as the Authority's Representative may direct.

28.4 The Contractor's Representative shall give the Authority's Representative such information and particulars as the Authority's Representative may from time to time require for the purposes of satisfying the Authority that the obligations imposed by or under the provisions of Clauses 28.1 (Secrecy and Security) to 28.6 have been and are being observed and as to what the Contractor has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof.

28.5 Nothing in Clauses 28.1 (Secrecy and Security) to 28.6 shall be construed as intended to prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any Legislation, the duty of that person to give that information or carry out that action.

28.6 The Contractor shall ensure that the obligations in any Sub-Contract are such that a Sub-Contractor shall not do anything to place the Contractor at risk of breaching the Security Management Plan or the Security Regulations as set out in this Contract. The Contractor shall ensure that each Sub-Contractor complies with such obligations in the relevant Sub-Contract.

Sub-Contractor IPR

28.7 All Sub-Contracts shall include:

28.7.1 a licence for the Authority under Sub-Contractor IPR in the same terms as the licence the Authority receives in relation to Contractor IPR as set out in Clause 29 (Intellectual Property Rights); and provisions such that the Sub-Contract shall not be rescinded, or varied in such a way as to alter or extinguish any rights granted to the Authority without the prior written consent of the Authority's Representative; and

28.7.2 provisions that the Authority's rights referred to in this Clause 28.7 (Sub-Contractor IPR), which are otherwise enforceable under the Contracts (Rights of Third Parties) Act 1999, are not rendered unenforceable; and

28.7.3 a requirement that either party to the Sub-Contract may release to the Authority any of those parts of the Sub-Contract as are necessary to be sufficient to demonstrate compliance with the provisions of this Clause and that any such release shall not amount to a breach of any provision of confidentiality contained within the Sub-Contract.

29. INTELLECTUAL PROPERTY RIGHTS (IPR)

General Provisions

29.1 References to information herein include any associated intellectual property right.

29.2 In the event that:

29.2.1 the Authority decides to place a follow on contract with the Contractor for the continuing provision of the Contractor Deliverables which are the same as or similar to those provided under this Contract and the Contractor is unwilling or

unable to accept, on fair and reasonable terms a follow on contract from the Authority, and/or

29.2.2 The Contractor permanently discontinuing its business for whatever reason and such business is not continued by a successor in interest to the Contractor to whom the relevant intellectual property rights have been transferred,

then the Authority shall have the right to obtain from the Contractor, or from the authorised trustees or receivers acting on behalf of the Contractor, sufficient data, code, information and license(s) required for the provision of the Contractor Deliverables as those provided under this Contract or such similar deliverables, articles or services. Such data, code, information and license(s) may be used royalty-free by the Authority or Replacement Contractor to provide deliverables, articles or services similar to those provided under the Contract.

29.3 All work under this Contract is fully funded by the Authority and the Contractor shall not be entitled to impose any constants on the rights of the Authority under the Contract to use intellectual property or exercise Authority ownership of intellectual property except to the extent that the Authority agrees any background intellectual as being self-standing and private venture funded.

29.4 Nothing under this Contract shall, or shall be deemed to, diminish any entitlement of either Party to use information that has been acquired by that Party outside the Contract.

IPR User Rights

29.5 To the extent that the Contractor or any sub-contractor develops any new information or extends existing technical publications set out in Schedule 1 (Statement of Technical Requirements) then the Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended the information or any part thereof including such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication

29.6 The Contractor shall make available to the Authority on request that information (including form, fit, function and performance information) necessary to understand the interoperation of the Ship and any associated equipment with its component parts including but not limited to sub-systems and also as between such component parts of the Ship and associated equipment (Interface Information). The Contractor shall provide in addition to the Interface Information in paper form, the relevant Application Programming Interface (API) object code implementation in order to assist a third party in the designing, developing, integration and manufacture of applications and equipment which are intended to make use of the Interface Information in order to enable the Ship and associated equipment or parts thereof to interface or cooperate with other equipment. The Authority shall have the right to copy, modify and use, and have copied, modified and used, all information as described above for any UK Governmental purposes. The Contractor may be reimbursed reasonable costs associated with providing this information should the Authority make more than one request.

29.7 Notwithstanding the free right for the Authority to modify or have modified Interface Information where the Authority requires and requests that the Contractor modifies the Ship or any associated equipment then to the extent that the Contractor owns or controls the relevant information he undertakes to promptly provide the modification on fair and reasonable terms which are at least consistent with the Authority's pricing conditions.

Records

29.8 During the period of this Contract and thereafter for not less than 6 (six) years the Contractor shall maintain at least one copy (the 'Control Copy') of the information utilised or generated in performance of the Contract. The Control Copy shall clearly identify the presence of any background information.

29.9 The Control Copy shall be maintained in media and formats agreed to by the Authority but in any event shall be presented in a logical format which readily facilitates third party understanding of the information and its association with any article, process or material including without limitation, all drawings, specifications and all documentation necessary to operate or further modify any computer software developed in the performance of the Contract.

29.10 Except as authorised in writing by the Authority the Control Copy shall not be altered by the Contractor in any way which would render it inconsistent with the build standards of associated equipment including software or processes utilised in performance of the Contract

29.11 The Control Copy shall be deemed to be the property of the Authority and shall be conspicuously marked by the Contractor as such, and the Authority may take possession of the Control Copy notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party. Copies of information held on the Control Copy shall be supplied by the Contractor as required from time to time by the Authority. The Contractor shall be entitled to be reimbursed the reasonable costs of delivery.

29.12 If the Contractor enters into another contract with the Authority regarding maintenance of the Control Copy, then the Contractor's obligations under this Clause 29.12 shall be governed by that contract at the end of the period referred to in Clause 29.8. Otherwise, at the end of the period referred to in Clause 29.12, the Contractor shall offer, in writing, to supply the Control Copy to the Authority and shall give the Authority 6 (six) calendar months to confirm whether it requires the Control Copy to be supplied. If the Authority notifies the Contractor within such 6 (six) calendar months that it requires the Control Copy to be supplied, the Contractor shall supply it to the Authority within 2 (two) weeks of receipt of such request. If the Authority notifies the Contractor within such 6 (six) calendar months that it does not require the Control Copy to be supplied or does not respond to the Contractor within such 6 (six) calendar months period, the Contractor may, subject to compliance with any other contractual or legal obligation to retain the relevant data, destroy or amend the Control Copy as it sees fit.

29.13 In addition to Clauses 29.1 to 29.12 inclusive shall be applicable in respect of new stand-alone work which work relates to the design and development of a new system or sub-system which is capable of use and exploitation in its own right. New stand-alone work excludes incremental work performed in respect of an existing design except that Clauses 29.1 to 29.15 also apply in the event the Contractor or relevant Sub-Contractor:-

29.13.1 Undertakes or places incremental design work in respect of a pre-existing system or sub-system and where the Contractor (or the relevant Sub-Contractor) is the original equipment manufacturer (OEM) (or successor thereof); or

29.13.2 undertakes assessment, rectification, certification or validation work for which it is the OEM; or

29.13.3 generates technical publications concerning the operation and support of equipment for which it was the OEM.

29.14 The following DEFCONs are applicable under this section:

DEFCON 14 (Edn 11/05) – Inventions and Designs
DEFCON 15 (Edn 02/98) – Design Rights and Rights to Use Design Information
DEFCON 90 (Edn 11/06) - Copyright
DEFCON 91 (Edn 11/06) – Intellectual Property Rights in Software
DEFCON 126 (Edn 11/06) – International Collaboration
DEFCON 632 (Edn 08/12) - Third Party Intellectual Property – Rights and Restrictions

29.15 The Contractor shall agree with the Authority DEFFORM 315s to give effect to the rights under DEFCON 15. In the absence of such agreed DEFFORM 315 the presumption shall be that the scope of deliverable Information shall be all that utilised or generated in performing the Contract or Sub-contract as the case may be. The period for the purposes of sub-clauses 2 and 3 of DEFCON 126 shall be for as long as the equipment remains in service with the UK armed forces. For the purposes of DEFCON 91 Deliverable Software includes Source Material.

Where the Contractor:

- 29.15.1 Undertakes or places incremental design work in respect of a pre-existing system or sub-system and where the Contractor (or the relevant Sub-Contractor) is not the Original Equipment Manufacturer (OEM) (or successor thereof); or
- 29.15.2 undertakes assessment, rectification, certification or validation work for which it is not the OEM; or
- 29.15.3 generates technical publications concerning the operation and support of equipment for which it was not the OEM then the following terms and conditions shall apply:
 - i. DEFCON 632 (Edn 08/12) - Third Party Intellectual Property - Rights and Restrictions
 - ii. DEFCON 703 (Edn 08/13) - Intellectual Property Rights - Vesting in the Authority.
This standard condition is amended and/or clarified to the extent that notwithstanding ownership by the Authority in the Results, in the event of any pre-existing Contractor or third party owned intellectual property subsisting within any deliverable called for under the Contract the Authority may without payment use, have used, copy and disclose the same by itself or through third parties for any purpose whatsoever and the Contractor shall take all necessary measures to ensure that the said third party owned intellectual property does not prevent the exercise by the Authority of the aforesaid user rights.

Software Licences

29.16 Subject to Clause 29.18 below the Contractor hereby grants the Authority a perpetual, royalty free licence to use and have used any pre-existing Contractor owned software as may be required for the purposes of performing the Contract on the terms and conditions of DEFFORM 701 (Edn 04/06), Head Agreement for Licence Terms for Commercial Software Purchased by the Secretary of State for Defence limited to the deliverables against Schedule 1 (SoTR).

29.17 Subject to Clause 29.18 below the Contractor shall ensure that any pre-existing third party software required for the purposes of performing the Contract shall be licensed to the Authority on terms consistent with DEFFORM 701 (Edn 04/06), Head Agreement for Licence Terms for Commercial Software Purchased by the Secretary of State for Defence unless the Authority, at its sole discretion, otherwise agrees to waive this requirement in favour of such alternative licence terms

as may be acceptable to the Authority including novation of any existing third party software licences. All such third party software licences shall be perpetual unless otherwise agreed.

29.18 Where any existing licences will be utilised in performance of this Contract, the Contractor shall ensure that they are suitable in number, location and applicability. Where necessary, the Contractor shall ensure that additional, alternative or modified licences are put in place such that the Contract can be adequately performed at no additional cost to the Authority.

30. TERMINATION BY THE AUTHORITY

30.1 In the event that the Authority elects to terminate the Contract in accordance with the provisions of DEFCON 656B (Edn 08/16) and/or Clause 9, then the Authority shall have the right, to be exercised at its sole discretion to either:

- a) terminate the whole Contract; or
- b) terminate in part e.g. one or more Platform covered by this Contract.

30.2 If a Contractor Default has occurred, pursuant to the definition contained within DEFCON 514 (Edn 08/15) "Material Breach", the Authority shall be entitled to terminate this Contract.

30.3 If a Contractor Default has occurred and the Authority wishes to terminate this contract pursuant to DEFCON 514 (Edn 08/15) Material Breach, it must serve a notice (the "Termination Notice") on the contractor's representative stating:

30.3.1 that the Authority is terminating this Contract for Material Breach;

30.3.2 the type and nature of Material Breach that has occurred, giving reasonable details;

30.3.3 that this Contract shall terminate on the day falling at least 30 (thirty) Business Days, or any other date stated by the Authority, after the date the Contractor receives the Termination Notice.

30.4 Following receipt of the notice to terminate the Contract, Clauses 32 (Exit Provisions) and 33 (Continuing Obligations) shall apply.

31. TERMINATION ON A FORCE MAJEURE EVENT

Termination Notice Prior to Termination for a Force Majeure Event

31.1 If no terms are agreed on or before the date falling 40 (forty) Business Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than 120 (one hundred and twenty) Business Days, then, subject to Clause 31 either Party may terminate this Contract by giving 40 (forty) Business Days written notice to the other Party's Representative.

31.2 If the Contractor gives notice to the Authority's Representative under Clause 31.1 (Termination Notice Prior to Termination for a Force Majeure Event) above that it wishes to terminate this Contract, then the Authority has the option either to accept such notice or to respond in writing on or before the date falling 10 (ten) Business Days after the date of its receipt stating that it requires this Contract to continue. If the Authority gives the Contractor such notice, then:

31.2.1 the Authority shall pay to the Contractor any amounts payable in respect of the Services from the day after the date on which this Contract would have terminated under Clause 31.1 (Termination Notice Prior to Termination for a Force Majeure Event) as if the Services were being fully provided; and

31.2.2 this Contract shall not terminate until expiry of written notice (of at least 40 (forty) Business Days) from the Authority to the Contractor that it wishes this Contract to terminate.

Termination Date and Compensation on Termination for Force Majeure.

31.3 This Contract shall terminate 40 (forty) Business Days after the Authority's notice to the Contractor pursuant to Clause 31.1 (Termination Notice Prior to Termination for a Force Majeure Event).

31.4 On termination of this Contract pursuant to Clause 30 (Termination by the Authority), the Authority shall pay to the Contractor a fair and reasonable price for each Service performed or partially performed in accordance with the Contract.

32. EXIT PROVISIONS

32.1 If, on the Termination Date or Expiry Date any Platform is subject to Fleet Time conditions, then either Clause 32.2 (Immediate Re-Delivery of the Platform) or Clause 32.3 (Take-Over of Work) below shall apply in respect of that Platform.

Immediate Re-Delivery of the Platform

32.2 If, in the sole opinion of the Authority, the Platform can immediately be safely removed from the Contractor's Site, the Contractor shall, (upon notification of such opinion by the Authority) immediately deliver up the Platform together with all Assets in the possession of the Contractor and required for performance of the Services in respect of that Platform to a location within the UK, notified by the Authority.

Take-Over of Work

32.3 If, in the sole opinion of the Authority, the Platform cannot immediately be safely removed from the Contractor's premises, the Contractor shall (upon notification of such opinion by the Authority) grant to the Authority and its appointed agents access to the Platform and all facilities considered necessary by the Authority (acting reasonably) to work upon the Platform in order to bring it to a state when it can be safely removed by the Authority.

Deliverable Documents on Termination or Expiry

32.4 Immediately on service of a Termination Notice, the Contractor shall deliver to the Authority's Representative or to such other person as notified by the Authority's Representative in a hard copy format (or electronic copy where relevant and available):

32.4.1 all information and records relating to the Project which have been produced by both parties (Authority and Contractor);

32.4.2 all information and records relating to the Project which are proprietary to the Contractor or Sub-Contractors and all software in object code used to provide the Services. The Contractor's obligation under this Sub-Clause in respect

of documents which are owned by a third party shall be to use reasonable endeavours.

32.5 Upon termination or expiry of this Contract, and if the Authority wishes to enter into another agreement for the operation and management of a project the same as or similar to the Project, the Contractor shall (and shall use reasonable endeavours to ensure that its Sub-Contractors shall) comply with all reasonable requests of the Authority's Representative to provide information relating to the Contractor's costs of operating and maintaining the Project including the Financial Records.

33. CONTINUING OBLIGATIONS

33.1 Save as otherwise expressly provided in this Contract or as already taken into account in the calculation of any payment on termination pursuant to this Contract:

33.1.1 termination of this Contract shall be without prejudice to any accrued rights or obligations under this Contract prior to termination; and

33.1.2 termination of this Contract shall not affect the continuing rights and obligations of the Contractor and the Authority under Defence Conditions, Special Conditions, Clauses 27 (Sub-Contractors), 28 (Matters to be Included in Sub-Contracts), 29 (Intellectual Property Rights) and 32 (Exit Provisions) or under any other provision of this Contract which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

34. PUBLIC RELATIONS AND PUBLICITY

34.1 The Contractor shall not by itself, its employees or agents, and shall procure that its Sub-Contractors shall not:

34.1.1 communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract or the Project;

34.1.2 photograph or film in or upon any Government Establishments;

34.1.3 erect or exhibit on any part of the Government Establishments any signs or trade boards; or

34.1.4 exhibit or attach to any part of the Government Establishments any notice or advertisement,

unless the Authority's Project Manager, detailed at Schedule 17 (Appendix – Addresses and Other Information - DEFFORM 111 (Edn 18/11/16)) has given its prior written consent or as otherwise required to comply with Legislation.

35. ENTIRE AGREEMENT

35.1 This Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. This Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

36. TUPE TRANSFERS

36.1 The Contractor shall comply with the terms and conditions of Schedule 13 (Transfer of Undertakings (Protection of Employment)).

37. COUNTERPARTS

37.1 This Contract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
<p>The Contractor shall provide an Asset Availability Service hereafter AAS for the a) Survey Vessel Hydrographic Oceanographic (SVHO) Platforms HMS ECHO and HMS ENTERPRISE and b) Ice Patrol Ship (IPS) HMS PROTECTOR.</p>					
1	Asset Availability Service			Asset Availability Service means the Contractor shall provide a specified level of Platform availability. The Contractor is incentivised to further reduce support cost by a combination of i) flexible Maintenance Repair Overhaul (MRO) scheduling ii) improved integration of support chains at lower levels in the equipment assembly hierarchy iii) adjustments to the maintenance policy iv) management of Update in its entirety (reliability and obsolescence).	
<p>The scope of this requirement is for the Contractor to ensure</p>					
1.1	Platform Availability				
1.1.1	That the following platforms: Survey Vessel Hydrographic and Oceanographic (SVHO) HMS ECHO and HMS Enterprise and Ice Patrol Ship (IPS) HMS PROTECTOR are safe, capable, reliable and available for the defined Platform Available Days (PAD) for Operational Tasking by the Operating Duty Holder.	1. These platforms are not considered to be available for operational tasking (Service Deficiency) if a) A failure leading to a loss of a primary function which requires corrective maintenance. i.e. operational defect with a Repair Indicator Category that will prevent the platform completing its operational duties. b) The Naval Authority and Classification Society Certification has restrictions that will impact on Platform Availability. c) they are not Fully compliant with all relevant legislation d) The platforms are at more than 48 hrs. operational notice for its operational tasking as a result of a material deficiencies.	KPI 1 - Platform Available for Operational Tasking by the Authority	1. The provision of highly efficient platforms with low operating costs enhances availability. 2. Platform Available Days means those days provided to the Customer for tasking including operations, training, watch rotation and time necessary for ship staff to conduct husbandry and defined ship staff maintenance. Transit to and from maintenance location along with pre-maintenance preparation time such as defueling and post maintenance fast cruise and restore are also included. 3. These platforms are considered to operate Global, with an assigned base port of HM Naval Base Devonport. Schedule 7 Provides more detail in relation to "Prime" zones of operation. 4. The platforms are to be able to communicate instantaneously with shore authorities to establish tasking and enforcement action. The platforms are also able to communicate with other assets.	Support Delivery Plan
1.2	Platform Availability Days				
1.2.1	That the SVHO AAS requirement is for a total of 668 (334 days per platform) Global Platform Available Days, split across the two platforms and pro rata for the final year.	1. These platforms are not considered to be available for operational tasking if a) A failure leading to a loss of a primary function requires corrective maintenance. i.e. operational defect with a Repair Indicator Category that will prevent the platform completing its operational duties. b) The Naval Authority and Classification Society Certification has restrictions that will impact on Platform Availability. c) they are not fully compliant with all relevant legislation d) The platforms are at more than 48 hrs. operational notice for its operational tasking as a result of material deficiencies.	KPI 1 - Platform Available for Operational Tasking by the Authority	Platforms Available Days do not apply whilst the a) Platform is in a Contractor Allocated Maintenance Period b) Unused Platform Available Days.	Support Delivery Plan
1.2.2	That the IPS AAS requirement is for a total of 334 days per Global Platform Available Days, and pro rata for the final year.				
1.3	Operational Notice				
1.3.1	That the SVHOs and IPS Platforms are materially capable, available and reliable for meeting the following Notices for Sea: (a) During a Contractor Allocated Maintenance Period or during a period alongside for defect rectification the platform is to be at 48 (forty-eight) hours Notice for Sea unless otherwise agreed with the Authority, such agreement will not be unreasonably withheld	1. The contractor is to be capable of completing all critical work within 48 hrs. of being notified by the Authority so that the platform is to return to sea.	KPI 8 - Platform returned to operational tasking within 48 Hours.	The time in which the platforms can be made ready to deploy from current location, appropriately manned, equipped, trained and supported.	Support Delivery Plan
1.4	Reliability (Autonomous Operation)				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
1.4.1	The SVHO are capable autonomous operation at sea for up to 21 (twenty-one) days of failure free operation for mission critical systems to a high confidence level consistent with the period of continuous use.	1. The platforms are capable of failure free operation. 2. Ship Staff are able to carry out scheduled Maintenance during operational deployment. 3. Ship Staff are able to carry out a level of defect rectification during operational deployment.	KPI 2- Percentage of Scheduled Maintenance Tasks / OPDEFs / Defects that Ship Staff cannot carry out / rectified due to lack of or incorrect on-board Technical Documentation, Information and Spares.	N/A	Support Delivery Plan
1.4.2	The IPS is capable of autonomous operation at sea for up to 40 (forty) days of failure free operation for mission critical systems to a high confidence level consistent with the period of continuous use in the maximum Antarctic patrol length.			N/A	
To deliver the Asset Availability Service the Contractor shall ensure					
2	Engineering Support/Planned Preventive and Corrective Maintenance				
2.1	Engineering Support				
2.1.1	The management of all engineering support (Depth Support - Level 3 and Level 4) beyond that within the capacity and capability of Ship Staff (Forward Support - Level 1 and Level 2), required by the platforms for maintenance, defect rectification and design changes.	1. All Depth Support Maintenance carried as per planned dates as scheduled within the Maintenance Management System (MMS). 2. Maintenance work carried out in accordance with Classification Society requirements. 3. Work completed to the satisfaction of the Authority representative.	KPI 9 Contractor Responsibility Maintenance Management (Depth Support) Tasks carried out in accordance with Maintenance Management System.	1. Contractor is not responsible for maintaining the equipment listed at Appendix 1a and 1b (Government Owned Assets) 2. Forward Support - Level 1 (Within Ship Staff Capability covering servicing and day to day preparation) and Level 2 (Within Ship Staff Capability but may require Contractor support covering corrective maintenance by replacement) Maintenance. 3. Depth Support - Level 3 (Within Contractor Capability covering corrective maintenance by repair) and Level 4 (Within Contractor Capability covering major conversions, or major repairs) Maintenance.	Integrated Logistic Support Plan Part 1
2.1.2	Provide an "Out Of Hours" service (i.e. contactable twenty four hours a day, seven days a week), in order to undertake routine and urgent Operational Defect (OPDEF) rectification, is also capable of providing active design support and immediate advice to the Platform in an emergency situation including naval architecture advice on a world wide basis for the duration of the contract.	1. The contractor is contactable "Out Of Hours"	Out of Hours contact available at Commencement of Service	1. Out of Hours Point of Contact to be provided.	
2.2	Contractor Allocated Maintenance Periods				
2.2.1	Identify, scope, plan all engineering support (maintenance periods, intermediate and special survey periods), required during a scheduled Contractors Allocated Maintenance Period, e.g. all classification society surveys, provision of support to classification society, inspections and tests necessary to maintain the vessel in class and MoD Key Hazard Certification, identifying due Planned Scheduled Maintenance and any outstanding corrective and preventive maintenance tasks and rectification of outstanding OPDEFs and lower grade defects.	1. The Contractor shall provide the Authority and Ship Staff with: a) Details of all planned tasks for the Contractor Allocated Maintenance Period, including any Test and Trials b) Details of the Classification Society Surveys that are due, identification of any Ship Staff requirements. c) Contractor Allocated Maintenance Period Project Plan. d) Sub-Contractor and Spares available. 2. The Contractor, Authority and Ship Staff to attend a Pre-Contractor Allocated Maintenance Period Meeting as defined in Schedule 2	KPI 9 Contractor Responsibility Maintenance Management (Depth Support) Tasks carried out in accordance with Maintenance Management System.	1. The Authority and the Contractor will agree on the most appropriate location for conducting the Contractor Allocated Maintenance Period based on the Platform area of operation, availability of required facilities etc. 2. The Contractor is responsible for arranging all necessary infrastructure and facilities (wharfs, docks, crange etc.) and resources. 3. The contractor is liable for wharf, harbour dockings dues associated with the Contractor Allocated Maintenance Period. 5. The SVHO will undergo a docking every 5 (five) Years and an In-Water Survey at the mid point between dockings. 6. The IPS will undergo a docking every 2 1/2 (two and a half) years. 7. Docking Periods are to allow for classification society docking surveys and to allow refurbishment and inspection of any hull mounted equipment. 8. Planned preventive and corrective maintenance that precludes operation of the platforms should not occur.	
2.2.2	Liaise with the nominated (IMO) Classification Society Surveyor during the Contractor Allocated Maintenance Period to ensure that all scheduled Classification Surveys, inspections, Maritime Coastguard Agency (MCA) / Safety of Life at Sea (SOLAS) compliance Surveys that are due within this timeframe have been completed.				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
2.2.3	Produce a maintenance package project plan inc. Safety and Environment requirements to detail the work to be undertaken during the Contractor Allocated Maintenance Period, organisation responsible for each activity, the requirements for platform and shore services.	Period meeting as defined in Schedule 3 - Contractor Meetings. 3. The Authority and Contractor shall agree on the Contractor Allocated Maintenance Period duration		precludes operation of the platforms should not occupy more than 31 (thirty one) days per annual unless agreed with the Authority. 9. The SVHO and IPS Maintenance Cycle details can be found at Appendix 2. 10. The Contractor is provided a dedicated Superintendent, that should be in attendance at all times, to support each Contractor Allocated Maintenance Period. 11. The Authority is responsible for contract directly with the appropriate Classification Society.	Integrated Logistic Support Plan Part 1 and ILSP Part 11
2.2.4	The maintenance period final work package is agreed at the pre meeting held approximately 4 weeks prior to commencement, at which point the Contractor will agree with the Authority which items are "Achievable" and those that are "desirable". These will be annotated on the maintenance package project plan.	The percentage of "Achievable" items completed	KPI 10 - Percentage of Work Outstanding (Maintenance / Classification / Upgrades) at Completion of Maintenance Period	The performance is measured by the percentage of "Achievable" items completed, these figures will be agreed at the end of the maintenance period. Desired or emergent tasks will not be scored.	
2.2.5	The management and oversight of the Contractor Allocated Maintenance Period, acceptance of all work undertaken, verifying test and trials data and presenting the Platform to the Authority representative at the conclusion of each maintenance period.	1. All planned maintenance tasks complete. 2. Outstanding OPDEFs rectified. 3. All Schedule Classification Surveys complete. 4. Any approved authority tasking completed e.g. Capability Upgrades.	KPI 3 - Contractor Allocated Maintenance Period Overrun KPI 11 - Number of OPDEFs still outstanding at the Completion of Maintenance Period	If a Contractor Allocated Maintenance Period overruns this will result in the non-payment of a Platform Available Day.	
2.2.6	The timely update of the maintenance managements system ensuring that all completed tasks are recorded and all relevant historical data is added upon completion of the Contractor Allocated Maintenance Period.	All maintenance tasks records updated to reflect date last done.	KPI 7 - Timely Update of Technical Information and Documentation	N/A	
2.3	Authority Work Request				
2.3.1	The timely response to any Authorities Tasking Form requesting the Contractor to undertake additional work during a Contractor Allocated Maintenance Period.	1. The provision of a firm price and time Tasking Form for additional work.	Timely provision of costed Authority Tasking Form.	1. As tasked by the Authority. 2. This work could include Capability Upgrades, Ship Life Extension Programmes. 3. Each Authority Work Request shall be reviewed for Cost and Time implications.	
2.3.2	Incorporate the approved Authority work within the Contractor Allocated Maintenance Period project plan.	The Contractor Allocated Maintenance Plan updated to incorporate the Authorities Requirements.	Contractors Allocated Maintenance Period plan updated.	Plan only to be updated once task has been approved by the Authority	Integrated Logistic Support Plan Part 1.
2.3.3	Carry out the approved Authority work within the Contractor Allocated Maintenance Period.	Work carried out to the satisfaction of the Authorities representative.	KPI 3 - Contractor Allocated Maintenance Period Overrun KPI 10 - Percentage of Work Outstanding (maintenance / Classification / Upgrades) at Completion of Maintenance Period	N/A	
2.4	Clean Ship Routine				
2.4.1	Conduct a bi-annual deep clean of the platforms, this is to cover the main machinery spaces, general purpose heads, the main galley, food preparation areas, dining halls, flats and passageways and cabin carpets.	Work carried out to the satisfaction of the Authorities representative.	KPI 12 - Maintaining the Platform Material State.	N/A	Integrated Logistic Support Plan Part 1.
2.4.2	Conduct a bi-annual fresh water wash-down of the platform.	Work carried out to the satisfaction of the Authorities representative.		N/A	
2.5	Ship Husbandry				
2.5.1	The preservation of the Platform in accordance with the approved paint scheme, including making good degradation to all damage to paintwork caused through maintenance and normal wear and tear.	Work carried out to the satisfaction of the Authorities representative.	KPI 12 - Maintaining the Platform Material State.	To include the provision of all paint and primers.	Integrated Logistic Support Plan Part 1.
2.5.2	The provision of enduring training to ship staff to enable them to carry out initial repairs to minor areas of corrosion, where it is clear that such immediate action will prevent further damage to the paint scheme and arrest the spread of corrosion.	To have sufficient Ship Staff trained on the process for conducting initial repairs to the damaged areas of paint work.		Ship Staff will conduct patch repairs up to 1m2.	
2.5.3	The provision and provision of on-board patch repair kits.	To determine the level of patch repair kits.		N/A	
2.6	Aviation Capability (FOR IPS ONLY)				
2.6.1	a. That the IPS Aviation capability (helideck) to meet the requirements of CAP 437 Standards for Offshore helicopter landing areas. b. That IPS Ship Aviation Safety Report remains extant with no limitations or Non-Compliance. c. That the Certification of Safety Aviation and Helicopter Landing Area certification to be in date with no limitations or Non-Compliance against CAP 437 Standards".	1. Helideck meets the requirements of CAP 437 standards. 2. IPS Aviation Safety Report up to date. 3. Certification of Safety Aviation and Helicopter Landing Area extant with no limitations or Non-Compliance.	KPI 4 - Naval Authority / Classification Society Certification in date	N/A	Integrated Logistic Support Plan Part 1.
2.7	Operational Defects (OPDEF) / Defect Rectification				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
2.7.1	The timely rectification of OPDEF and defects in accordance with the OPDEF Repair Indicator Code (see Schedule 8, Key Performance Indicators), agreeing with the Authority, the "Smart Time to Repair" and deliver the supply of services required to affect the repair or carry out work required.	1. OPDEF does not impact on Platform Availability. 2. Contractor to action and conduct OPDEF rectification within defined timescales as detailed in Schedule 8 Performance Metrics.	KPI 1 - Platform Available for Operational Tasking by the Authority KPI 5 - Percentage of OPDEF not rectified with "Smart Time To Repair"	1. The contractor is maintain a database of OPDEF raised to capture Date raised to Date Rectified. 2. The Contractor has the right to submit a "Contractor Change Request as Per Clause 21 of Terms and Conditions, when they consider that they are liable for rectification of a OPDEF / Defect.	Integrated Logistic Support Plan Part 1.
2.7.2	That the standard and quality of OPDEF and defect repairs in terms of workmanship and maintaining the 'design intent' of the Platform.	1. OPDEF rectification to be carried out to the satisfaction of the Authority Representative. 2. Rectification work carried out in accordance with Classification Requirements.	N/A	1. Rectification of OPDEF may include the a) Request to Ship Staff to carry out additional fault finding, b) Provision of spare part c) Provision of Engineering assistance.	
2.7.3	1. Monitor OPDEF & defect trends, identifying any frequent failures, potential impacts on Platform design intent. 2. Where OPDEF defect trends are identified the Contractor will develop proposals for their mitigation for Authority approval.	1. Supply of OPDEF / defect trend analysis on a 12 month rolling bases. 2. Provision of proposals on how to mitigate any frequent equipment OPDEF	KPI 07 - Timely Update of Technical Information and Documentation	N/A	
2.7.4	OPDEF/Defect Database 1. To provide a database format that shall the capture OPDEFs/defects information (e.g. date raised, fault, action taken, completion date, service credits accrued). 2. log all defects on the defect database which is to be made accessible to the Authority and Ship's Staff.	Approved OPDEF / Defect Database by the Authority	OPDEF / Defect database approved by the authority by Contract Award	Unpopulated OPDEF / Defect database to be available one month prior to Commencement of Service.	
2.7.5	provide a weekly report to the Authority, from the defect database, listing all defects raised on the Platform during the period. The report shall also include details of all outstanding defects from the previous report.	1. Provision of a weekly OPDEF Defect Report, extracted from OPDEF defect database	Weekly supply of OPDEF Defect Report		
2.8	Waste Management				
2.8.1	1. The contractor will be responsible for the waste management and disposal of any waste products that has arisen as a result their support activities. 2. The contractor is to note that they will responsible for the correct disposal of contractual documentation.	1. All arisen have been correctly disposed off upon completion of any support activities. 2. Correct Disposal of Contractual documentation	N/A	N/A	N/A
3	Logistic Support				
3.1	Procurement				
3.1.1	The supply of all materials, spare parts, special tools, test equipment, support equipment, facilities and infrastructure required to affect the maintenance, repair or replacement of the Platform's fabric, on-board stock, equipment and systems carried out during the platforms availability and Contractor Allocated Maintenance Periods.	All spares, stores etc. can be procured to by the contractor and supplied to the platforms within the required timescales (delivery forecast) thus maintaining the Platform Availability.	KPI 6 - Spares / Stores performance demand to delivery	The performance of maintenance and defect stores delivery to the platform within 30 days from the receipt of the platforms demand	Integrated Logistic Support Plan Part 3.
3.1.2	Provide the authority on a monthly bases a stores delivery/demand report.	Provision of a monthly report covering the number of demands received in the month, demands satisfied, demands outstanding. Service credits accrued. To include status of previous months outstanding demands.	N/A		
3.1.3	To provide an application that is capable of allowing Ship Staff to demand replacement stock, monitor and manage on-board stock holdings. Etc.	1. To provide a application that will allow ship staff to demand replacement stock, monitor stock and manage on-board stock.		The existing MIS application installed on the SVHO's will be removed prior to commencement of service, hence the require to provide an application capable of supporting ship staff will the procurement and mangagement of on-board stock.	
3.2	Supply Planning Review				
3.2.1	Conduct frequent Supply Planning Reviews.	To identify the best mix, quantity and location of spares to ensure platform availability.	KPI 6 - Spares / Stores performance demand to delivery		Integrated Logistic Support Plan Part 3.
3.2.2	The authority is notified of any risks or issues that exist between their supply plan and the customer requirement that may impact on the Platform Availability being met and their mitigation action to address them.				
3.3	Ranging and Scaling				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
3.3.1	The provision of sufficient on-board spares, repaired parts and support equipment such that Ship's Staff are able to complete any on-board Forward Support (Planned Maintenance and 'repairable at sea' corrective maintenance) to meet the Platforms' operating requirement and mission profiles.	1. On-board Spares sufficient to enable Ship Staff to achieve Forward Support (Level 1 maintenance) and to allow defect rectification on mission critical systems. 2. Replenishment Consumable Spares sufficient to support On-board Spares for operational tasking for the period of the contract.	KPI 2- Percentage of Scheduled Maintenance Tasks / OPDEFs / Defects that Ship Staff cannot carry out / rectified due to lack of on-board Technical Documentation, Information and Spares.	1. Sufficient spares, repaired parts are carried on-board to satisfy the forward support concept and maintenance plan within the operating requirements and mission profiles. 2. At the end of the contract the on-board stock holding to be at least as good as the level at commencement of service	Integrated Logistic Support Plan Part 3.
3.3.2	The identification and maintenance of the range and scaling of on-board spares holding that is required to ensure continuity and sustainability of supply to allow the platform to be fully maintained.	To allow for changes to the on-board stock due to changes, to react to changes in use, etc.	N/A		
3.4	Packaging & Labelling				
3.4.1	The packing and labelling of all articles procured in (3.1 and 3.3) are to be packed and labelled in accordance with DEFSTAN 81-41 Packaging of Defence Material, DEFCON 129 Packing (for Articles other than Ammunition and explosives), DEFCON 130 (Explosives).	1. Spares are Packaged correctly for transportation. 2. The item must be labelled and have the correct documentation prior to being dispatched. 3. Ensuring that the spares arrive at the right place, right time and right condition.	KPI 6 - Spares / Stores performance demand to delivery	1. Support items to be supplied to the platform are to be securely packaged to ensure that they arrive in a serviceable condition. Items to be transported by Purple Gate are to be packaged as appropriate to the platform operating area and likely transport mode. The packaging of any item requiring special handling is to carry the appropriate marks and/or instructions.	Integrated Logistic Support Plan Part 5.
3.5	Transportation				
3.5.1	The safe and timely transportation of articles procured in (3.1 and 3.3) to the required location without utilising the existing MoD Logistic Supply Chain, unless agreed otherwise with the Authority	1. Items are correctly packaged and labelled.	KPI 6 - Spares / Stores performance demand to delivery	1. If due to an overriding operational or political necessity, the Contractor is instructed to utilise the MOD Supply Chain, the procedures for these are to be agreed with the Authority.	Integrated Logistic Support Plan Part 5.
3.5.2	If directed by the Authority - Transportation of articles procured in (3.1 and 3.3) to the required location utilising the existing MoD Logistic Supply Chain.				
3.6	Storage				
3.6.1	a) Packaging and stowing the on-board spares and support equipment in such a manner so as to maintain them in a satisfactory condition for their intended use for the duration of their shelf life (which the Contractor shall ensure is sufficient to meet the service life of the equipment they support). b) Their stowage positions shall be readily identifiable and packages are to be clearly marked with details of each item. c) Provision of any Handling, Safety Requirements and Storage Constraint for on-board spares.	1. Items correctly labelled to allow ship staff to update on-board stores management application upon receipt of item 2. Ship Staff have ability to store equipment. 3. Any Handling Constraints and Safety Requirements.	N/A	1. Ship Staff will be responsible for stowing the on-board spares as directed by the contractor. 2. The Contractor will ensure that sufficient and appropriate storage facilities will be maintained for the safe custody on board held spares and support equipment.	Integrated Logistic Support Plan Part 5.
3.7	Repairs and Returns				
3.7.1	Define the returns policy, including arranging transportation, repair and disposal policy for defective equipment.	Defective equipment correctly returned to supplier for repair and correct disposal.	N/A		Integrated Logistic Support Plan Part 6.
3.8	Oils, Grease and Lubricants				
3.8.1	The provision of all oils, greases and lubricants as required, except for those equipment detailed in Appendix 1a and 1b, Government Owned Assets.	Platform has sufficient quantise of Oil, Grease and Lubricants	KPI 6 - Spares / Stores performance demand to delivery		Integrated Logistic Support Plan Part 3.
3.9	Special to Type Test Equipment				
3.9.1	The provision and maintenance of Special to Type Test Equipment (STTE) in sufficient quantities to enable preventative and corrective maintenance to be undertaken.	STTE available of use and within test date.	KPI 2- Percentage of Scheduled Maintenance Tasks / OPDEFs / Defects that Ship Staff cannot carry out / rectified due to lack of on-board Technical Documentation, Information and Spares.	1. The contractor is responsible for defining and for the provision and maintenance of any Support and Test Equipment as defined in the maintenance instructions	Integrated Logistic Support Plan Part 10
4	Obsolescence Management				
4.1	Obsolescence Management Review				
4.1.1	a) Conduct a obsolescence management review within one month of the date of commencement of service and thereafter every year. b) The aim of the review will be to identify equipment that is obsolete or obsolescent and to agree the obsolescence plans.	Conduct annual Obsolescence review meetings	KPI 6 - Spares / Stores performance demand to delivery	Schedule 3 Contract Meetings	Integrated Logistic Support Plan Part 4.
4.2	Obsolescence Management Strategy				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
4.2.1	Implement a proactive Obsolescence Management strategy in accordance with BS EN 62402:2007 (Obsolescence Management – Application Guide). This shall include as a minimum: a) the on-going identification and review of Obsolescence Concerns and Obsolescence Issues over the period of the contract plus 3 years; b) the identification of mitigation action for Obsolescence Concerns over the period of the contract plus 3 years; c) the identification of resolution action for Obsolescence Issues. d) the level at which the monitoring will be conducted (assembly, LRU, component, etc.) e) how the monitoring will be conducted (Tools, process, etc.) f) how the results will be collated and communicated. (means and frequency)	1. Delivery of an Obsolescence Management Strategy with ITN deliverables 2. Identification of potential Obsolescence Concerns and issues and subsequent mitigation action	KPI 07 - Timely Update of Technical Information and Documentation	Obsolescence Management Strategy to be reviewed and updated at least 1 month before Commencement of Services and on a Annual Basis thereafter.	Integrated Logistic Support Plan Part 4.
4.3	Obsolescence Resolution				
4.3.1	Be liable for all costs incurred in identifying and implementing a Form, Fit, Function (Equivalent) replacement to resolve the Obsolescence Concern or Obsolescence Issue.	1. No incidents of Obsolescence concerns or issues that could impact on Platform Availability.	KPI 1 - Platform Available for Operational Tasking by the Authority	N/A	Integrated Logistic Support Plan Part 4.
4.3.2	Be responsible for providing and maintaining all necessary documentation, configuration changes and updates, including the necessary changes and updates to the Maintenance Management System and enhancing spares holdings, as a consequence of obsolescence management.	Technical documentation and Information is updated to reflect changes implemented by obsolescence mitigation action.	KPI 07 - Timely Update of Technical Information and Documentation	N/A	Integrated Logistic Support Plan Part 4.
5	Design Support				
5.1	Design Agent				
5.1.2	Performing the role of Design Agent for the Platforms, on behalf of the Authority.	Maintenance of the design intent and provision of technical advice to the Authority when required.	N/A	1. The Authority retains the role of Platform Authority and Design Authority. 2. No design changes to the Platform are to be made without prior approval from the Authority	Support Delivery Plan Part 2
5.1.3	The maintenance of the Platform design intent and provision of technical advice to the Authority when required.				
5.1.4	Undertaking analysis and response to "S2022's Reports of Shortcoming/Changes in Material, Design Support or Documentation" forwarded by the Authority.				
5.2	Design Guidance				
5.2.1	1. Develop and implement any design modifications or UPDATE to the Platform, its systems or equipment in order to maintain the design intent, overcome equipment obsolescence issues or concerns or to ensure compliance with statute and legislation. 2. Update Technical Documentation and information (MMS schedules, ship drawings, etc.) as required.	1. No incidents of Obsolescence Concerns or issues that could impact on Platform Availability.	KPI 1 - Platform Available for Operational Tasking by the Authority	N/A	Support Delivery Plan Part 2
5.2.2	that Design Studies, from concept to implication for any Capability Upgrade is carried out as directed by the Authority. To include a) Consideration of Human Factors Integration b) Development of Design Guidance c) Development of new maintenance Instructions, d) Provision of new Technical Documentation e) update of any Ship drawing and Technical Documentation effected by the Capability Upgrade f) Provision of change information that impacts on the configuration state of the platform	1. Provide working drawings and creation of an installation design solution to include specifications for upgrades. 2. All work completed to the satisfaction of the Authority.	KPI 14 - Provision of Approved Design Guidance within agreed Cost and Timescale	As tasked by the Authority	Integrated Logistic Support Plan Part 12
5.3	Technical Information and Documentation				
5.3.1	That all technical information and documentation (including Ship and Systems Information Book (SSIB), Equipment Manuals, Ship System Handbooks, completed Form DGSF 129 (Shore Support Requirements), Salvage Packs, Safety Documentation, Safety Drawings: Escape & Evacuation Plan, Fire Plan, Stability Certification etc.) handbooks and design documentation, drawings (including paper prints and CAD), photographs, data and software to enable Ship's Staff to undertake the necessary operation and planned Preventive & Corrective Maintenance of all systems and equipment as required to meet the platform operational requirements are up to date and remain relevant.	Maintaining the Technical Documentation and		1. This includes discrepancies identified in service, changes as a result of any alterations to equipment, system or procedures and revisions brought about by the document originator. 2. Wherever possible, in addition to hard copies, electronic copies are to be provided in a format compatible with the Platform's IT systems. For IPS The documentation are principally in Hard Copy , with electronic copies provided in a format compatible with	
5.3.2	Distribution of the amended technical documentation				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
5.3.3	The update and maintenance of the Platforms Registers to reflect maintenance carried out and to capture all additions and modifications made during the Contract Period:- Registers a) Lifting Equipment Register b) Flexible Hose Register c) Rigging Warrant Register d) Pressure Vessel Register Technical Publications: a) Navigational data book b) Ship information book c) Stability and information book d) Communications systems manual e) Electrical systems manual f) Marine engineering systems manual g) Hull and deck systems manual	Information to a) Reflect changes to Ship Fit Definition (Updates / Capability Upgrades) b) Maintenance Management data c) Legislation Changes d) Reflect changes by Original Equipment Manufacture.	KPI 07 - Timely Update of Technical Information and Documentation	the on-board IT system. There is no specific on-board management system. There will be limited documentation held in UMMS. For SVHO Technical Documentation is held and managed within UMMS in PDF format. 3. Drawings are to be in compatible CAD formats. There shall be an on-board facility to read and print off full size drawings from the electronic copies. 4. List of current Technical Documentation applicable to SVHO and IPS at Appendix 3a, 3b and 3c 5. The Authority is to be provided with electronic versions of all Technical Information and Documentation. 6. Provision of data to allow Ship Staff to maintain the following registers, FHA and PVR.	Integrated Logistic Support Plan Part 9
5.4	Configuration Control				
5.4.1	FOR IPS ONLY - Maintaining the configuration state of the platform, systems, equipment with the Asset Management Operating System (AMOS) application.	The Ship Fit Definition is updated to reflect any change to equipment , system, platform.	KPI 07 - Timely Update of Technical Information and Documentation		Integrated Logistic Support Plan Part 8
5.4.2	FOR SVHO ONLY - Providing any configuration change details that effects the material state of the platforms, systems or equipment to the authorities nominated representative.	Provision of sufficient Technical Documentation that allows the Authority to update the Ship Fit Definition.		SVHO - Ship Fit Definition is maintained on Surface Ship Definition Database	
6	Maintenance Management Service				
6.1	Maintenance Management Database Service				
6.1.1	The provision and maintaining the Maintenance Management Database services for the Platforms a) For SVHO - Unit Maintenance Management System (UMMS) b) For IPS - AMOS Business Suite and UMMS	Provision of an organisation that has knowledge and experience in operating the nominated MMS application.	KPI 07 - Timely Update of Technical Information and Documentation	1. The Contractor will require to have access to the following Maintenance Management applications a) UMMS [To NOTE this is a DES Application accessed via DII or Mod NET. The suppliers will require to have access to either DII or Mod NET. The suppliers will require to have a DII / Mod NET account and will be required to sign the UMMS Syops] and b) AMOS [To NOTE Contractor will be responsible for providing the AMOS Business Suite, including necessary licences for the duration of the contract. AMOS Business Suite can be purchased from Spec Tec] 2. Both systems will be located on the platform with the master sets maintained at the Contractor's works. 3. The supplier will need to arrange for the Authority to have access to the AMOS Business Suite.	Integrated Logistic Support Plan Part 16
6.1.2	To act as the first point of contact for Ships Staff, the Authority and Navy Command for general Maintenance Management System (MMS) data queries for the Platform. This is to include due dates, linking, maintenance, requests for information (i.e. maintenance overdue figures) and any activity which requires database interrogation	Ability to be contactable by MMS users during office hours to capture any queries / feedback.		BR1313 Maintenance Management in Ships	
6.1.3	The provision and manning of a single Help Desk during working hours only (0830-1700 Monday to Thursday, 0830 – 1600 Friday). Bank Holidays are also excluded. Prioritise 'help-desk' calls as applicable and to pursue rectification of maintenance management data (UMMS and AMOS) and AMOS software issues.			The contractor is forward any UMMS Software / Connectivity issues to the Authority.	
6.1.4	Conduct periodically (annually as a minimum) visit the Platform to conduct maintenance management 'health-check' duties.	Maintaining the integrity of the MMS application			
6.1.5	Improve and maintain the accuracy and validity of MMS data in discussion with Ships Staff and the Authority where applicable as part of service provision continuity.				
6.2	Maintenance Management Data				
6.2.1	Monitor the performance of the system In-Service to enable the Reliability and Maintainability (R&M) achievement to be determined and shortfalls to be identified. Monitor and record system usage, the preventative and corrective maintenance burden, and spares and consumables usage. Analyse incident, failure and repair data, and carry out incident sentencing and failure classification.	1. Maintenance management requirements reviewed and proposals to improve Reliability and Maintainability forwarded to the Authority. 2. Development of a condition monitoring policy.	KPI 07 - Timely Update of Technical Information and Documentation.	Def Stan 00-045 - "Using Reliability Centred Maintenance to Manage Engineering Failures".	Integrated Logistic Support Plan Part 2

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
6.2.2	Identification of the periodicity of all necessary maintenance routines required for all equipment's (including test equipment), systems and hull structure to ensure the Platform maintain the requirements of Class certification, MOD Key Hazard Certification and Platform availability.		KPI 4 - Naval Authority Certification / Classification Society Certification in date.		Integrated Logistic Support Plan Part 16
6.2.3	That the nominated MMS database(s) with all component parts, is populated, tested, Class approved and installed on the Platforms.				
6.2.4	That MMS contains relevant data including: a) Identifying which maintenance can be conducted on-board by Ship's Staff and shall state the man-hours (cumulative and individual skill levels) required to complete these maintenance work packages in MMS. Spare parts, special tools, test equipment and consumables required shall be defined. b) Identifying which maintenance requires contractor support and shall state the man-hours (cumulative and individual skill levels) required to complete these maintenance work packages in the MMS database. Spare parts, special tools, test equipment and consumables required shall be defined. c) Providing an annual breakdown of the maintenance man-hours per item of equipment (over the 5 (five) year Classification Society cycle) for Ship's Staff and the Contractor. d) Highlight operations that are mandatory for safety or other reasons. e) Ensuring that maintenance schedules for additional equipment (such as GOA) are entered into the MMS database. Such schedules shall be passed to the Contractor for incorporation.	1. MMS application maintained to reflect the equipment fit and material state of the Platform. 2. MMS application approved by Classification Society.	KPI 07 - Timely Update of Technical Information and Documentation.		
6.2.5	Where it is proposed by the Contractor that Ship's Staff shall conduct more or less Forward Support Maintenance, the Contractor shall undertake sufficient studies and analysis in the development of the maintenance strategy to ensure the level of maintenance of the relevant systems is within the capacity and capability of the Ship's technical staff, based on the manning levels defined in Unit Establishment List.	1. Provision of objective evidence to support the reasoning to changes to Ship Staff Maintenance requirements.	N/A	Contractors Change Control Proposal.	
6.2.6	That the study and analysis confirm that the maintenance strategy is adequate to meet the availability requirement .				
6.2.7	Authorise, independently of the Authority in respect of the following: a) Feedback issues and queries b) Setting up of Posts and Roles c) Changes to task Groups and Triggers d) Repair of task to asset links within the scheduling area where these are in conflict with the links supplied e) Identification of any Ship Staff jobs marked 'Not Done'. These are to be referred to Ship's staff and the authority. f) Conduct routine data analysis to provide early warnings of issues before they reach serious safety or engineering margins. For example, no SE or OP maintenance should be 'late' without either a DA or ship concession. g) Review all measurement data analysis. Identify and propose changes as applicable for each platform. Validate Runtime jobs and measurement values, resetting assets when required h) Provide copy sets or scripts as appropriate to rectify confirmed data errors maintaining a log of all copy sets or scripts issued to the platforms.	Maintaining the integrity of the MMS application following receipt of enquires / feedback.	KPI 07 - Timely Update of Technical Information and Documentation.		
6.2.8	update Job completion (Date Last Done) is completed upon completion of a Contractor Allocated Maintenance Period.				
6.3	Maintenance Management Integration -				
6.3.1	Provide the Authority with the following maintenance reports on a monthly bases for approval or instruction; a) Concessions at a status of 'Requested' b) S2022's at a status of 'Requested' c) S2012's awaiting approval. For S2012, the Contractor will distribute, monitor, hasten and feedback to the ships when all action is complete. d) Identification of all overdue jobs and overdue jobs in relation to job chains (the Contractor will be authorised to rectify these as agreed with the Authority)	1. To integrate the MMS application on a monthly basis to extract performance data. 2. To provide trend analysis for Performance Management Data.	KPI 13 - Provision of Maintenance Management Performance Data to the Authority.	The Contractor is not to act as the approving authority but is to report on hastening action where applicable should there be undue delays in response.	Integrated Logistic Support Plan Part 16
7	Safety and Environmental				
7.1	Safety and Environmental Protection Organisation and Arrangement (SEP O&A)				
7.1.1	1. Provide an Safety and Environmental Protection Organisation and Arrangement (SEP O&A) that defines the framework for the contractors organisation to direct, control and monitor its safety and environmental management activities. 2. The SEP O&A is to be reviewed annually and updated as necessary.	1. Delivery of a Safety and Environment Protection Organisation and Arrangement strategy with ITN deliverables.	KPI 07 - Timely Update of Technical Information and Documentation.	DSA02-DMR – MOD Shipping Regulations for Safety and Environmental Protection. Def-Stan 00-56 Safety Management Requirement for Defence Systems.	Schedule 20 SEPOA
7.2	Safety and Environmental Management Plan (SEMP)				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
7.2.1	1. Provide an Safety and Environmental Management Plan (SEMP) that shall define and implement a coherent approach to management of all safety and environmental-relevant activities, throughout the life of the Contract. 2. The SEMP shall be reviewed annually and updated as necessary.	1. Delivery of a Safety and Environment Management Plan with ITN deliverables	KPI 07 - Timely Update of Technical Information and Documentation.	DSA02-DMR – MOD Shipping Regulations for Safety and Environmental Protection. Def-Stan 00-56 Safety Management Requirement for Defence Systems.	Schedule 21 SEMP
7.3	Safety and Environmental Case				
7.3.1	Review, update and maintain the master Ship Safety and Environmental Case Reports (SECR), Command Safety Environmental Summary (CSES), safety argument based on the 13 Risk Control systems.	Platform Ship Safety and Environmental Case Reports and CSES are extant.	KPI 07 - Timely Update of Technical Information and Documentation.	Safety and Environmental Cases Reports to be reviewed and updated on a Annual bases.	Schedule 21 SEMP
7.3.2	Where requested by the authority to develop equipment safety and environmental cases.	New Equipment Safety and Environmental Cases.		Will be tasked by the Authority if required.	
7.4	Hazard Log				
7.4.1	Review, update and managing the Hazard Log to capture all safety and environmental risks identified during the entire period of the Contract including but not limited to: a) facilitation of Hazard Identification (HAZID) meetings to ensure hazards are appropriately identified, assessed and mitigated; b) ensure all consequential hazards are identified and mitigated in accordance with the as low as reasonably practicable (ALARP) principle; and c) maintain and update of the Hazard Log with the results of HAZIDs and with subsequent hazards identified during the duration of the contract	HAZID meetings conducted and Hazard Log are updated.	KPI 07 - Timely Update of Technical Information and Documentation.	1. HAZID meeting to be conducted 2 months after Commencement of Service and annually thereafter. 2. The current Hazards Logs for the Platforms are at Appendix 6.	Schedule 21 SEMP
7.5	Naval Authority Certification				
7.5.1	Provide Authority with the Objective Evidence, including any activities carried out by Classification Society, in a timely manner to support the Authorities request for Naval Authority Certification and Key Hazard Certification by a) the timely initiation of the gathering of objective evidence b) preparing the supporting case for the issue of the new certificate c) obtaining the endorsement of the relevant Specialist Authority for Ship Hazard Area within the Authority.	The provision of objective evidence and supporting cases to the Authority at least 3 months before the Certification is due to expire.	KPI 4 - Naval Authority Certification / Classification Society Certification in date.	DSA02-DMR – MOD Shipping Regulations for Safety and Environmental Protection.	Schedule 21 SEMP
7.5.2	Key Hazard Certification covers; When the Platforms are require to operate Certificate of Safety Stability (CSS) Certificate of Safety Structural Strength (CSSS) Certificate of Safety Propulsion & Manoeuvring Systems (CSPMS) When personnel safety is dependant on the operation of the Platform, its systems or equipment Certificate of Safety Fire (CSF) Certificate of Safety Escape & Evacuation (CSEE) When the Platform is required to be aviation capable Certificate of Safety Aviation (CSA) including Civil Aviation Authority to CAP 437 standards (IPS Only) When the platform is required to embark munitions Certificate of Safety Explosives (CSE) Additional Safety and Environmental Plans Ballast Water Management Plan Confined Space Register Ships Energy Efficiency Management Plan Working at Height				
7.6	Safety and Environmental Committees				
7.6.1	Attend with key staff, the quarterly Platform Safety and Environmental Committee (PSEC) meetings to be chaired by the Authority. The Contractor shall provide secretarial support and formal minutes for each meeting. This PSEC shall manage all aspects of S&E activities, and shall be the Master SEMP incorporating the outcome for the duration of the contract.	There is to be a minimum of 2 in No PSEC held every year.	N/A	DSA02-DMR – MOD Shipping Regulations for Safety and Environmental Protection.	Schedule 21 SEMP
7.6.2	To arrange and Chair the PSEC Working group meetings are held every 2 months to conduct a regular review of Safety Status and Hazards. The contractor shall provide secretarial support and produce minutes for each meeting.	There is to be a minimum of 6 in No PSEC WG held every year.	Notes from meeting issued with 5 working days of the PESC WG.		
7.7	Safety and Environmental Support				
7.7.1	The material state of the Platform is monitored and maintained with respect to those design features incorporated to mitigate key hazards and where any shortfalls are identified ensure these are corrected at the earliest opportunity or, ensure appropriate operating restrictions are proposed where design changes are not possible.	Maintenance of the design intent and provision of technical advice to the Authority when required.			

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
7.7.2	That proposed design changes have been reviewed for their potential effect on the continued overall safety of the Platform and, where appropriate, ensure the necessary hazard mitigation measures are implemented at the same time as the change and ensure this is recorded in the platform safety cases and hazard log, To include update of ships drawings and technical documentation..	Provision of approved Guidance information, that adheres to the latest regulations.	KPI 07 - Timely Update of Technical Information and Documentation.	DSA02-DMR – MOD Shipping Regulations for Safety and Environmental Protection.	Schedule 21 SEMP
7.7.3	That regular audits of the Project- SEMP, Platform Safety Cases and hazard logs are carried out by a Contractor appointed Independent Safety Auditor and that findings are reported to the Authority.	Provision of a independent audit report			
8	Training				
8.1	Training Provision				
8.1.1	To provide training in the safe operation and maintenance of the Platform for all special to type systems / equipment and Platform Familiarisation which fall outside the remit of the Authority as detailed in Appendix 4.	1. Replacement Ship Staff have conduct Platform Familisartion train prior to commencement of deployment.	N/A	1. List of training requirements to be provided are detailed at Appendix 4. 2. The contractor is be proactive in highlighting specific SQEP issues, or trends, early to the authority (so action can be taken) and issuing tailored help and guidance to maintainers and operators wherever possible. 3. The supplier is provide Platform Familiarisation courses, which should cover any operator or maintainer training on any system / equipment that is Special to Type or unique to these platforms, e.g. Propulsion - Azipods, auxiliaries, Sewage Treatment Plants, Power and Distribution system etc. 4. The frequency of the training courses shall take account the training needs of the replacement crew members and flexibility required by the platforms. The supplier should plan to offer the courses four times per year, based on an assumption of between 2 and 8 personal per course and a minimum of 5 days.	Integrated Logistic Support Plan Part 13.
8.1.2	Arrange and conduct refresher operator and maintainer, platform familiarisation training.		N/A		
9	Software Support				
9.1	Software Support Provision				
9.1.1	1. Produce and maintain a comprehensive register of all software (Inc. Firmware) and the status used in the Platform. 2. Final register to be issued to the Authority within 3 months of Commencement of services.	Provision and update of Software Register.	KPI 7 - Timely Update of Technical Information and Documentation.	The register will include software used for administration of ship management.	Integrated Logistic Support Plan Part 14.
9.1.2	Maintenance and management of all software and firmware to the latest OEM specification, required to operate and ensure the availability of the Platform.	1. Software and firmware reflects latest OEM specifications. 2. No software failures that result in an OPDEF with a Repair Indicator Category of 1.	KPI 1 - Platform Available for Operational Tasking by the Authority.	For any piece of software commissioned specifically for the project, a complete set of documentation will be provided. This will be sufficient to enable use, in-service support and maintenance by the Contractor, the Authority or its agents and should include functional and interface specifications.	
10	Contractor on Deployed Operations (CONDO)				
10.1	CONDO Requirements				
10.1.1	Identify and maintain a cadre (appropriate number) of deployable Contractors on Deployed Operations (CONDO) personnel in accordance with DEFCON 697 and Def-Stan 05-129.	1. CONDO trained personnel identified and available to deploy to support rectification of OPDEF / Defects. 2. If there is no cadre of CONDO personnel then they will not be authorised to provide support to deployed operations.	KPI 5 - Percentage of OPDEF not rectified with "Smart Time To Repair"	DEFCON 697 CONDO and Def-Stan 05-129.	Support Delivery Plan Part 2, Para 20.
10.1.2	That any service engineer required to deploy via CONDO or overseas, have suitable up to date travel and medical documentation in order to expedite rectification of defects on platforms deployed overseas.				
10.1.3	That any service engineer has conduct appropriate CONDO training to ensure suitable CONDO-qualified personnel are available to be deployed.				
11	Material State of the Platform at mid point and end point of Contract				
11.1	Platform Material State				

SOR Section	Requirement	Performance Measure	Performance Target	Supplementary Information	Evidence Required for ITN
11.2	That at the mid point and at prior to termination of the Contract period the Platform is materially fit and fully certificated for a further five years of continuous operational tasking and meet the overall material condition and performance agreed at commencement of services.	1. All maintenance tasks inc. Classification Society Surveys (inc. dock dependant work) are up to date. 2. All Naval Authority and Classification Society Certification are extant with no limitations. 3. On-board stock holdings are sufficient with regards to maintaining Platform Availability. 4. Technical Documentation up to date.	KPI 4 Naval Authority Certification / Classification Society Certification in date. KPI 07 - Timely Update of Technical Information and Documentation.	The Material state of the platform will be assessed via a joint inspection by the Authority and Contractor.	Support Delivery Plan
12	Contract Deliverables				
12.1	Transition Plan				
12.1	To provide a Transition Plan which should document, or reference, the strategy, plan, means, methods, and controls that will be used to enable a comprehensive and effective transition from Contract Award to the planned Commencement of Services date for the new support contract for the Asset Availability Service (AAS) for Survey Vessel Hydrographic (SVHO) and the Ice Patrol Ship (IPS).	Approved Transition Plan agreed with the Authority.	Transition Plan agreed with the Authority.	Schedule 11 Transition Plan.	
12.2	Support Delivery Plan				
12.2	To provide a Support Delivery Plan which should document the means, methods, controls and organisation that will be used to achieve the delivery of the "in-service" support requirement.	Approved Support Delivery Plan agreed with the Authority.	Support Delivery Plan agreed with the Authority.	Schedule 9 Support Delivery Plan.	
12.3	Integrated Logistic Support Plan				
12.3	To provide a Integrated Logistic Support Plan that will document the means, and controls that will used to deliver the Integrated Logistic Support requirements.	Approved Integrated Logistic Support Plan agreed with the Authority.	Integrated Logistic Support Plan agreed with the Authority.	Schedule 10 Integrated logistic Support Plan. Def-Stan 00-600 Integrated Logistic Support Requirements for MoD Projects.	

CSS/0122
SCHEDULE 2 - DEFINITIONS

(The) Authority	Means the UK Secretary of State for Defence unless otherwise stated
Ad-hoc Tasking	Means additional tasking outside the scope of the Contractors Platform Available Day Rate. These are Contract Changes initiated by the Authority and act as a request for the Contractor to provide support to carry out new work. This new work can cover Development of Design Guidance, procurement of spares, installation costs, etc.
Asset Availability Service	Means the Contractor shall provide a specified level of Platform availability. The Contractor is Incentivise to further reduce support cost by a combination of i) flexible Maintenance Repair Overhaul (MRO) scheduling ii) improved integration of support chains at lower levels in the equipment assembly hierarchy iii) adjustments to the maintenance policy iv) management of Update in its entirety (reliability and obsolescence).
Asset Management Operating System (AMOS)	Means the Maintenance Management System which is the Class approved Planned Maintenance system currently used by the Ice Patrol Ship (IPS).
Authority Change	Means any change proposed by the Authority in accordance with Clause 20 (Authority Change Procedure).
Authority Related Party	Means: a. an officer, servant or agent of the Authority, or an affiliate of the Authority; and/or b. the Authority's and/or any Authority of the same; c. any person on or at any of the Contractors Sites at the express or implied invitation of the Authority, (other than a Contractor Related Party); and/or any officer, servant or agent of such a person.
Autonomous Operation	Means failure free operation of Platforms.
Availability	Means the ability of a system to be in a state to perform as required, under given conditions, at a given instant, or over a given time interval. (IEC 60050-191)
Availability of Spare(s)	Means having the required spare(s) in a suitable condition at the correct place and time to enable scheduled and unscheduled maintenance intervention to be completed successfully. Incorrect or damaged spares, or spares in the wrong place or at the wrong time, will prolong the time out of use.
Business Day	Any day excluding: a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;

	<p>b. privilege days notified in writing by the Authority to the Contractor at least 10 (ten) Business Days in advance; and</p> <p>c. such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least 10 (ten) Business Days in advance;</p>
CAP 437 Offshore Helicopter Landing Areas	Gives guidance on the criteria required by the Civilian Aviation Authority in assessing the standard of offshore helicopter landing areas for world-wide use by helicopters registered in the UK
Certificate	Means a certificate issued by or under the authorisation of the Naval Authority or Classification Society
Classification Society	Means an independent organisation offering third party verification of the compliance of the design, construction and through life maintenance of a Platform's structure and its essential machinery and electrical systems to a set of published rules and regulations. (Defined in JSP 430 Pt 1)
Commencement of Services	Means the date on which the Contractor will start the AAS arrangement for the Platforms, being 1 February 2019
Configuration Management (CM)	An enterprise wide activity where the objective is to define the products physical and functional characteristics by specifications, datasheets, drawings and related documentation. This will identify configuration to the lowest appropriate level as well as establishing system / sub-system interfaces.
Configuration Management Plan (CMP)	The document that formally describes the scope of CM, the CM organization, the CM procedures for the programme as mutually agreed by all stakeholders and those responsible for CM.
Contract	Means the definition as provided in DEFCON 501 (Edn 05/17)
Contract Award Date	Means the date of Contract placement currently 1 August 2018
Contract Price	Means the prices shown in Schedule 7 and as defined in DEFCON 501 (Edn 05/17).
Contractor	Means the definition as provided in DEFCON 501 (Edn 05/17)
Contractor Allocated Maintenance Periods (CAMP)	Means those dedicated harbour maintenance and defect repair period available to the Contractor to undertake all maintenance activities including regular dockings and classification society inspections. The primary objective of which is to sustain and improve reliability, capability and availability.
Contractor Change	Means any change proposed by the Contractor in accordance with Clause 21 (Contractor Change Procedure)
Contractor On Deployed	Means Contractors on Deployed Operations and

Operations (CONDO)	exercises, being contractors providing Articles and / or Services outside the UK within an Operations Area (OA) as part of the civilian component supporting UK armed forces.
Contractor Related Parties	Means: a. an officer, servant or agent of the Contractor, or any Affiliate of the Contractor; and/or; b. the Sub-Contractors and/or any sub-contractor of the same; and/or; c. any person on or at any of the Authority Sites at the express or implied invitation of the Contractor (other than an Authority Related Party); and/or d. any officer, servant or agent of such a person
Corrective Maintenance	Maintenance undertaken either as a result of/ or during defect repair
Datum Pack	Means all drawings and documents, including certificates, required by the Classification Society, the Authority and other regulatory bodies. Docking Plans, Salvage Pack and Book of Calculations.
Days	Means calendar days.
Depth Support	Covers a. Level 3 Maintenance (Within Contractor Capability covering corrective maintenance by repair) and b. Level 4 Maintenance (Within Contractor Capability covering major conversions, or major repairs) Maintenance.
Design Agent	Means those design support elements that have been delegated to the Contractor on behalf of the Authority.
Design Authority	Means the Authority that is responsible for the adequacy and fitness for purpose of the design and certification of the Ship
Det Norske Veritas (DNVGL)	Means the classification society organised as a foundation that establishes and maintains technical standards for the construction and operation of ships.
Dispute Proceedings	Any litigation, arbitration, administration or adjudication or mediation proceedings before any court, arbitrator, administrator or adjudicator or mediator
Environmental Information Regulations (EIR)	Means the Environmental Information Regulations 2004
Event of Loss	Means with respect to the Ship: a. the actual or constructive total loss of the Ship; or b. it being destroyed, damaged beyond repair or rendered permanently unfit for normal use for any reason whatsoever; or c. the condemnation, confiscation, capture, deprivation, seizure or requisition for use or hire of the Ship.
Expiry Date	The official Contract end date 31 March 2029
Extended Notice for Sea	Means the time when the Authority has approved

	an extension to the normal 24 (twenty-four) hours Notice for Sea.
Flexible Hose Register	Means the database which is currently provided by Hydrasun Ltd and contains the location, type, material, NATO Stock Number (if applicable), serial number, manufactures name and address, manufacture date, manufacturers part number, working and test pressure(s), duty, date fitted, cure date, date due change, batch number, and dimensions of each hydraulic/flexible hose fitted on the ship.
Force Majeure Event	Means any one of the following: a. acts of nature; b. war; c. hostilities; d. fire at any of the Contractor's premises or those of its suppliers.
Forward Support	Covers a. Level 1 Maintenance (With in Ship Staff Capability covering servicing and day to day preparation) and b. Level 2 Maintenance (With in Ship Staff Capability but may require Contractor support covering corrective maintenance by replacement) Maintenance.
Freedom of Information Act (FOIA)	Means the Freedom of Information Act 2000 and any subordinate legislation (as defined in Section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Act.
Government Furnished Assets (GFA)	MOD owned assets supplied to industry in support of MOD contracts
Government Owned Asset (GOA)	The Authority shall be responsible for all aspects of support for GOA for the Contract period as detailed in Schedule 19.
Independent Environmental Auditor (IEA)	Means an individual or team, from an independent organisation, that undertakes audits and other assessment activities on behalf of MOD to provide assurance that environmental activities comply with planned arrangements, are implemented effectively and are suitable to achieve objectives; and whether related outputs are correct, valid and fit for purpose.
Independent Safety Auditor (ISA)	Means an individual or team, from an independent organisation, that undertakes audits and other assessment activities on behalf of MOD to provide assurance that safety activities comply with planned arrangements, are implemented effectively and are suitable to achieve objectives; and whether related outputs are correct, valid and fit for purpose.
Information	Has the meaning under Section 84 of the Freedom

	of Information Act 2000.
Integrated Logistic Support Plan (ILSP)	The ILSP sets out the Tenderers approach for the provision of Integrated Logistic Support to the management of the overall Asset Availability support service.
Intellectual Property Rights (IPR)	Means rights, title and interest in: <ul style="list-style-type: none"> a. patents; b. trademarks and trade and business names (including service marks); c. design rights (whether the above rights are registered, unregistered or form pending applications); d. copyright (including copyright in computer programs); e. database rights; f. know-how (including trade secrets and confidential business information); and g. any similar or analogous rights to any of the above, whether arising or granted under the law of England or of any other jurisdiction.
International Association of Classification Ltd (IACS)	Means a technically based organisation consisting of twelve marine classification societies
International Maritime Organisation (IMO)	IMO' A specialized agency of the United Nations that is responsible for measures to improve the safety and security of international shipping and to prevent marine pollution from ships.
Key Performance Indicators (KPIs)	An objective measure of contractor performance, often against a significant contract deliverable. It may comprise of a number of lesser (but contributory) Performance Indicators.
Legislation	Means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent national or supra-national body), and all other legislation for the time being in force. For CSS this may also include the delivery to meet Class and Naval Authority Regulation.
Levels of Maintenance	Means: <ul style="list-style-type: none"> Level 1. Servicing and day to day preparation. It may include such operations as functional testing, replenishment, servicing, re-arming, role changing, minor modification, fault diagnosis and corrective maintenance by replacement, adjustment or minor repair. Level 2. Corrective maintenance by replacement, adjustment or minor repair including fault diagnosis and minor authorized modifications, within specified times using generally provisioned resources. Level 3. Corrective maintenance in greater depth than Level 2. It may include such operations as repair, partial reconditioning and modification requiring special skills, special equipment or a

	relatively infrequently used capability which is not economic to provide generally; but which is short of complete strip, reconditioning and re-assembly. Level 4. That maintenance which is full reconditioning, major conversions, or major repairs.
Lifting Gear Register	Means the database(s) which contains the location (and parent equipment), safe working load, test load, date of test, date of due test, identification number and description of test required of each lifting eye, shackle, eye bolt, beam, deck point, davit, crane and lifting equipment fitted on the Platform. This database is capable of producing an inventory of the following: a. a list of all items of deck equipment with date of due test; b. a list of items of engine room equipment with date of due test; c. a list of other miscellaneous items of lifting equipment with date of due test.
Lloyds Register	Means the classification society organised as a foundation that establishes and maintains technical standards for the construction and operation of ships.
Maintainability	Means the probability that a given maintenance action, performed under stated conditions and using stated procedures and resources, can be carried out within a stated time interval. It will normally be measured in hours and minutes, and conducted by appropriately trained trade-persons under preferred conditions.
Maintenance	Means the combination of all the technical and administrative actions intended to retain a system in, or restore it to, a state in which it can perform as required.
Maintenance Days/Period	Means any days or parts of days that the Authority makes the Platform available to the Contractor for maintenance and defect repair. Primary objective of which is to sustain and improve capability and availability.
Maintenance Management System (MMS)	Means the two approved maintenance management systems for the Platforms covered by this scope which are: a. Asset Management Operating System, (AMOS), and b. Unit Maintenance Management System (UMMS).
Maintenance, Repair Overhaul (MRO)	Involves fixing any sort of mechanical, plumbing, or electrical device should it become out of order or broken (known as repair, unscheduled, casualty or corrective maintenance).
Maritime Coastguard Agency (MCA)	Means an executive agency of the United Kingdom working to prevent the loss of lives at sea and is responsible for implementing British

	and international maritime law and safety policy
Material State	Means the extent to which the materiel of a ship, system or equipment meets suitable standards and is free from flaws which could give rise to or contribute to hazards or failure modes that contribute to a hazard. (Defined in JSP 430 Pt 1)
Mission Critical Systems	Means machinery and propulsion systems, manoeuvring and positioning systems including thrusters, communication and navigation systems, survey equipment, lifesaving and rescue equipment, electrical plant, fire detection and fire fighting equipment and systems.
MOD Logistics Supply Chain	Means the standard MOD supply and delivery method utilising MOD assets to deliver stores to the point of use.
Naval Authority	Means the Duly Authorised Organisation, independent of Duty Holders that provides certification for the hazard areas. The Naval Authority identifies and develops standards and approved codes of practice and provides advice and guidance relating to the hazard areas it covers.
Necessary Consents	Means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Legislation or as a result of the rights of any third party.
Notice for Sea	Means the time within which the ship is required to be ready to deploy from current location, with such machinery / equipment operable and with sufficient Naval personnel on-board as are required for safe navigation and conduct of operations.
Objective Evidence	Means the quantitative or qualitative information, records or statements of fact pertaining to safety or to the existence and implementation of a safety management system or element (risk control system), which is based on observation, measurement or test and which can be verified
Obsolescence	Means the transition from availability from the original manufacturer to unavailability.
Obsolescence Management (OM)	Means the co-ordinated activities to direct and control an organisation with regard to obsolescence.
Operating Authority	Means the person charged with the safe administration and employment of MOD shipping at the operational level Such that it is operated safely and is environmentally compliant.
Operational Defect (OPDEF)	Means an operational signal raised by Ship Staff for any material, computer software, safety or personnel shortcoming, which limits sea going or

	fighting capability that cannot be promptly rectified by Ship Staff with the operational notice.
Operational Tasking	Means the gathering and processing of hydrographic and oceanographic data for planning and operational purposes. The platforms also closely monitor other platforms whilst deployed and deterring any potential illegal activity.
Original Equipment Manufacturer (OEM)	Means a contractor who has specialist knowledge of a product and the prime supplier of support and spares.
Patrol Period	Means the length of the cycle over which the Platform will conduct patrol operations and will include periods at sea and periods alongside. A typical patrol period will be 28 (twenty eights) Days in length followed by 7 (seven) Days alongside.
Planned Maintenance	Means those activities, undertaken by the Contractor, set out in the MMS (UMMS and/or AMOS) and DNVGL and Lloyds Register Class requirements to maintain the Platform.
Planned Maintenance Days	Means those days identified by the Contractor, using the MMS (UMMS and/or AMOS) and DNVGL and Lloyds Register Class requirements, to undertake Planned Maintenance activities (including Fleet Time Support Periods and docking periods).
Planned or Preventative Scheduled Maintenance	Means maintenance which is intended to pre-empt failure and is applicable to equipment which for operational, safety or legal reasons must be undertaken on a calendar time or hours run basis or for which maintenance must match a specific event such as docking. A degree of over insurance is accepted. This type of maintenance regime is also used for equipment for which there is no suitable condition monitoring technique.
Platform	Means an alternative description to "The Platform(s)" specifically HMS Protector, HMS Echo and HMS Enterprise (the Platform's in scope of this requirement).
Platform Available Day (PAD)	Means those days for which the Platform is available to the Customer for defined Operational Tasking. It also includes operator training, watch rotation and time necessary for ship staff to conduct husbandry and defined maintenance. Transit to and from the agreed maintenance location along with any pre-maintenance preparation time such as defueling and post maintenance fast cruise and restore.
Platform Authority	Means the person charged with development and maintenance of the Safety & Environment, Management Regime, on behalf of the Operating Authority; so a Platform is safe to operate. (Defined in DSA-DMR02)
Platform's Classification Records	Means extant records, with no restrictions, issued by DNVGL and Lloyds Register to classify and

	certify the Platform and its maintenance regime.
Pressure Vessel Register	Means the database which contains the description, manufacturers' details, size by volume, location, test pressure, method of test, test date and due test date of each pressure Vessel and relief valve fitted on the Platform that requires mandatory test.
Preventive Maintenance	Maintenance which is intended to pre-empt failure and is applicable to equipment which for operational, safety or legal reasons must be undertaken on a calendar time or hours run basis or for which maintenance must match a specific event such as docking.
Project Record	Means documents and records relating to the project;
Programme	Means the Platform's operational programme as determined by Fleet.
Prohibited Act	<p>Any instance of the Contractor or any of its employees, agents or Sub-Contractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor:</p> <p>a. offering, giving or agreeing to give to any UK Government servant, agent or employee any gift or consideration of any kind as an inducement or reward:</p> <p>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the UK Government; or</p> <p>(ii) for showing or not showing favour or disfavour to any person in relation to this or any other contract with the UK Government;</p> <p>b. entering into this Contract or any other contract with the UK Government in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before such contract is executed, particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority;</p> <p>c. committing any offence:</p> <p>(i) under the Prevention of Corruption Acts 1889 – 1916;</p> <p>(ii) under sub-sections 108-109 of the Anti Terrorism, Crime and Security Act 2001;</p> <p>(iii) under the Bribery Act 2010;</p> <p>(iv) under Legislation creating offences in respect of fraudulent acts; or</p> <p>(v) at common law in respect of fraudulent acts, in relation to this Contract or any other contract with the UK Government; or</p> <p>d. defrauding, attempting to defraud or conspiring to defraud the UK Government; or</p>

	e. a breach security.
Purple Gate	Means the primary access point for the receipt and global distribution service for the MOD based in Portsmouth Naval Base.
Relevant Event	Means any of the following events: a change to the contract requirement in accordance with Clause 20 (Authority Change Procedure); or any material failure by the Authority to comply with any of its obligations under the Contract; or any action or inaction by the Authority and/or an Authority Related Party, which prevents or significantly hinders the performance of the obligations of the Contractor.
Reliability and Maintainability (R&M)	A generic term which embraces the qualities of Availability, Reliability, Maintainability, Durability, RCM and Testability
Reliability:	Means the ability of a system to perform as required under given conditions for a given time interval. It is a measure of performance and the ability to function without unscheduled maintenance intervention.
Request for Certification	Means a short document that summarises the safety arguments for Certification and which references the supporting evidence.
Request for Information	Shall have the meaning set out in the FOIA or any apparent request for information under the FOIA.
Rigging Warrant	Means the database which contains details of all rigging equipment fitted and carried in the Platform. This database is produced in MoD Form D-6F (Rigging Warrant) format and contains the following information: a. Component parts required to manufacture each item of rigging, including: b. Item Description c. Part No/NSN d. Size) Where e. Length to Make) Appropriate. f. Finished Length) g. No. Required h. Unique ID No i. Periodicity of Test j. Last Survey/Test Date k. Date of Next Test l. Test Certificate No m. Details of Disposal
Safe	Means freedom from unacceptable or intolerable levels of harm. (Defined in JSP 430 Pt 1)
Safety and Environmental Management	Means the organisational structure, processes, procedures and methodologies that direct and control the activities to meet safety requirements and objectives.
Safety Of Live At Sea (SOLAS)	An international maritime treaty which requires Signatory flag states to ensure that Platforms

	flagged by them comply with minimum safety standards in construction, equipment and operation
Satisfaction of the Authority	Fit for purpose and complete to the applicable standards.
Service Credit	A mechanism by which amounts are added or deducted from the amounts to be paid under the contract to the supplier if actual supplier performance surpasses or fails to meet the performance standards set in the service levels.
Service Deficiency Days	Means those Platform Days for which the Platform is not available to the Customer for Operational Tasking due to (i) a Operational Defect, (ii) certification is not extent or free from restrictions, (iii) not fully compliant with relevant legislation (See Schedule 8). A service Deficiency Day results in the non-payment of Platform Available Day
Service Delivery Plan	Means the document that describes the means, methods, and controls that will be used to achieve the in-service delivery objectives for the SVHO and IPS via an AAS support arrangement. The SDP establishes, maintains and manages the service baseline.
Ship Life Extension Programme (SLEP)	Means a Maintenance Period which increases the planned life defined in the Naval Data Book (NDB) Ship Statement by a specified period. It may include Update and/or Upgrade.
Ship's Staff Preventive and Corrective Maintenance	Means: a. all preventive maintenance tasks undertaken by Ship's Staff at sea or in harbour, as referenced and defined in the on-board maintenance management system (UMMS or AMOS); b. all corrective maintenance tasks including defect repairs that are within the capabilities of Ship Staff as defined in BR1313. On completion of these activities, Ship's Staff will update the appropriate maintenance management system.
Smart Time to Repair	Means the agreed date for the rectification of an OPDEF between the Authority and Supplier, based on the Repair Indicator Code.
Special-To-Type-Equipment	Means equipment fitted only to the Platforms and not in wider use across the Royal Navy.
Statement of Compliance	means a document issued to the Platform which complies with the requirements of MCA (ISM Code)
Technical Documentation	is the generic term for documentation with regard to a product, e.g. handbook.
Technical Information	Is a generic term of information with regard to a product e.g. product description, part numbers etc.
Termination Date	Means the date of any early termination of this Contract pursuant to its terms.
Transition Plan	Is the Tenderer's approach to manage the transition period between Contract Award to

	Commencement of Service. The successful Tenderer will be required to have the processes and systems in place to ensure a smooth and successful transition between them and the outgoing supplier
Unit Establishment List	The total number of officers and ratings of various ranks, rates, branches and qualifications who may be borne on the Platform.
Unit Maintenance Management System (UMMS)	Means the maintenance management solution for RN Platforms and the PDH that manage them, which will enable Reliability Centred Maintenance (RCM) methodologies to be applied in the Fleet, whilst also accommodating all the engineering administration needs of Platforms not subjected to RCM. UMMS is a key enabler for D Ships Reliability Centred Maintenance (RCM) initiative for the RN and RFA fleet.
Unplanned Maintenance	Means those activities undertaken by the Contractor to complete corrective maintenance, repairs, warranty and defect rectification work.
Unplanned Maintenance Days	Means those days required by the Contractor to undertake corrective maintenance, repairs, warranty work and defect rectification.
Update	To maintain current capability but to overcome obsolescence and changes in legislation. Update is the term used to describe modification or 'Type B' A&A activity that is undertaken to maintain an existing level of capability; but will involve material changes to either overcome obsolescence, improve safety and operability or to reduce the cost of ownership by the introduction of new types of equipment.
Upgrade	To add a brand new capability. Upgrade is the term used to describe modification or 'Type A' A&A activity and is undertaken to improve the Platform Capability. Upgrade normally involves the fitting of new equipment.

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SCHEDULE 3 - Contract Meetings

The following Contract meetings will be held between the Authority and the Contractor:

Meeting Serial No.	Meeting Title	Purpose / Objective	Owner Key Attendance	Frequency
1.	Annual Performance Review	Provide a Contract performance report for senior management review. Instigate any corrective action. Informs the continuous Value for Money (VFM) review. (Further details below)	Contractor Lead CSS Commercial CSS HP CSS HP1 & 2 Contractor Representative	Annual at CSS MoD Abbey Wood or at Contractor Site
2.	Contract Performance Review	Review Contract performance (KPIs, benchmarking and stores) in order to identify areas for improvement, agree action plans and brief upwards as appropriate The Contractor is to provide on a monthly basis a spreadsheet detailing KPI performance for 1. Each Ships Platform status i.e. what OPDEFS are extant for how long and service credit accumulation. 2. The monthly stores delivery status i.e. when the stores demand was placed by the Ship and the achieved delivery date. (Further details below).	CSS Commercial lead CSS Availability Representative Contractor Representative	Monthly at Contractor Site
3.	Value for Money Review	TBC (Seec Contract Clause 9)	CSS Availability Representative CSS Commercial Contractor Representative	Annual
4.	Project Safety & Environmental Committee Meeting	Safety Committee meeting with all project stakeholders to achieve project safety endorsement	CSS Availability Lead CSS Safety Rep Supplier Project Mgr Supplier Safety Mgr ISA IEA Fleet OSG Base Port Naval Safety Manager	Every 6 Months CSS MoD Abbey Wood
5.	OPDEF & Defect reconciliation	For the agreement and application of Service Credits	Contractor Chair CSS Availability Representative	Monthly at Contractor Site
6.	Class issues meeting	To review current design & operating issues	CSS Availability Representative, Contractor, Ship staff and Squadron representatives	6 Monthly
7.	Programme Meeting	With the Fleet Programmer Navy Command to agree the future rolling Ships programme, identification of most opportune location for Maintenance Periods	CSS Availability Representative Contractor Project Mgr FLEET Programmer	6 Monthly
8.	Project Safety & Environmental Committee Working Group Meeting	To discuss project safety issues & conduct a rolling Hazard Review	Contractor lead/Chair CSS Availability Representative Squadron, Ship staff and Fleet OSG	3 Monthly
9.	Annual Material State	Verification of Platform material state, CSS, Contractor and ForGen	CSS Availability Representative Contractor FGEN	Annually
10.	S2022 Meeting	To review new and outstanding S2022s timescales and action plans	CSS Availability Representative Contractor Squadron if required.	3 Monthly
11.	Pre and end of	Pre – review of what is going to be	Contractor lead	Approx. 2 months

	Maintenance Periods, achievable and desirable tasks	carried out during the maintenance period. Post – agreement of what was actual carried out.	CSS Availability Representative Ship Staff	prior to each maintenance period held on-board Ship and last day of maintenance period
12.	PDS/Ad-Hoc Review meeting	To review new and outstanding tasks timescales and action plans	CSS Availability Representative Contractor	As Required
13	Contract Kick-off meeting	To ensure that all parties understand the Contract requirements and start to instigate the ways of working.	Hd CSS Availability CSS Availability Representative CSS Commercial Contractor Representative	Within one month of Contract placement
14.	Transition Meeting	To monitor the implement of transition from current to new supplier	Hd CSS Availability CSS Availability Representative CSS Commercial Outgoing Contractor Gaining Contractor	Within one week of the Contract award then monthly until Commencement of Service

Meeting Title	Contract Performance Review
Frequency	Monthly
Chair / Owner	CSS Availability Hd / Project Lead
<p>Purpose:</p> <p>The purpose of the meeting is for the Authority to review the Contract Performance with the Contractor, in order to identify areas for improvement, agree action plans moving forward.</p>	
<p>Data to be reviewed:</p> <p>(but not limited to)</p>	<ul style="list-style-type: none"> • Planning (Master Schedule): • Progress / Performance against: <ul style="list-style-type: none"> • 1 and 5 Year Plan • Maintenance Periods • Logistics/Spares Supply Service <ul style="list-style-type: none"> • OPDEF performance • Routine supply performance • Quality Issues • Cost reductions • Financial Performance & Incentivisation • Performance (KPIs) • Earned Value Management • Risks, Opportunities and Issues <ul style="list-style-type: none"> • Summary of the Project Risks, Opportunities and Issues • Summary of those Risks and Issues that need resolving at the CSS DepHd, Availability Health & Safety • Training • Action Plan - the agreed action plan should be updated monthly to show progress against previous actions and include new actions required as a consequence of the Performance Review:
Attendees:	<p>CSS Availability Hd</p> <p>CSS Availability Lead</p> <p>Contractor Representative</p> <p>Commercial Staff (MoD / Industry)</p> <p>Meeting Secretary</p>

Report Type	Annual Performance Review
Frequency	Annual
Owner	CSS Availability Lead
<p>Purpose:</p> <p>The purpose of the Annual Performance Review is to provide a brief report of the Contract performance during the period and provide a documented status for management review. It provides an opportunity to review the data collected through the monthly reports to ensure the planned objectives are on course, or if necessary instigate appropriate corrective action. The annual reports will inform the VFM review as required and ensure documentary evidence is available to validate future decision making.</p>	
<ul style="list-style-type: none"> • Content of the Annual Report <p>This will take a similar format to the monthly report but will contain aggregated data showing overall performance of the Contract in the 12 (twelve) month period</p> <ul style="list-style-type: none"> • Executive Summary <ul style="list-style-type: none"> • Insert narrative to provide analysis of the results, highlighting any changes to the Contract over the 12 (twelve) months and to include comments on the plans moving forward • Planning & Delivery <ul style="list-style-type: none"> • Summary showing achievement against planned milestones • Health & Safety <ul style="list-style-type: none"> • Companies to provided accident statistics data • Discuss other H&S issues • Financial Performance & Incentivisation • Output Performance (KPIs) <ul style="list-style-type: none"> ▪ Breakdown of aggregated monthly Contract performance ▪ High level analysis of performance against model and narrative of actions moving forward. • Commodities, Exchange Rates & Indexes • Cost reduction Plans & improvements • Joint Development & Master Actions Log status • RelationShips • Corporate Social Responsibility <ul style="list-style-type: none"> • Sustainable Procurement • Sustainable Development • Risks, Opportunities & Issues • Strategy for the next year • Action Plan <p>The agreed action plan should clearly identify agreed activities resulting from the 12 (twelve) month performance review and include an owner and expected completion date.</p>	

Presentation

The content of the Annual Review will be collated into the Annual Report for the Contractor. The Authority reserves the right to amend the content and format of the Annual Reviews as necessary.

Distribution:

The reports will be circulated as a management information pack to attendees of the Annual Review and the CSS Management Team.

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SCHEDULE 4 - COLLABORATIVE WORKING
SCHEDULE

1.1 The Collaborative Working Principles at Annex A to this Schedule will come into effect on the Commencement Date of this Contract and will continue in force until the Contract Expiry Date. These Partnering Principles are enshrined in the Collaborative Working Charter at Schedule 5.

1.2 For the purpose of this Schedule only, the term “Parties” shall apply to Commercially Supported Shipping (the Authority) and the Asset Availability Service Contractor (Contractor).

1.3 The Parties will actively participate in Collaborative Working in accordance with Clause 11 (Collaborative Working) of the Terms and Conditions which details the Terms of Reference and associated timescales for the meetings, and Schedule 3 (Meetings Schedule).

COLLABORATIVE WORKING PRINCIPLES

Mission Statement

1. The joint aim of these Collaborative Working Principles is to provide in-service support via an Asset Availability Service (AAS) to HMS Echo, HMS Enterprise and HMS Protector (the Platforms) at the required parameters of cost, performance, time and quality. This shall be achieved within a framework offering continuous improvement, at the same time as achieving improved Value for Money for the Authority and improved output to the Fleet in accordance with the contracted agreed targets and timescales.

Vision/High Level Principles

2. The AAS Contractor agrees to carry out their core obligations, warranties and undertakings in accordance with the provisions of the respective AAS Contract, integrating at all levels within their respective organisations to provide a cohesive and holistic service to the Authority, thus ensuring that the requirements of Navy Command (The Customer) are met.
3. To achieve the Collaborative Working relationship of which the Parties are desirous, the Parties agree that they must and will work together in an open and honest environment. The Parties agree that they are dedicated to successful Collaborative Working with the goal of achieving value for money and continually improving the quality and standard of the service provided to the Vessels.
4. In particular the Parties are committed to ensuring that the following overarching and general principles defined below are upheld in the Parties conduct during the Term of this Contract, in carrying out their respective obligations under these Collaborative Working Principles, and in their dealings with the other Parties at all times:
 - **Mutual Objectives** – The Parties shall strive to meet their agreed mutual objectives, whilst at the same time recognising each other's own objectives.
 - **Working Together** – The Parties are committed to working together in an open and honest way, to develop shared values and mutual trust, and the assumption will be made that people are well intentioned.
 - **Sharing Information** – The Parties are committed to the timely sharing of information to the greatest extent possible. The Parties shall define the IT systems to be used and shall agree procedures e.g. for the provision of data, access to databases and responsibilities for maintenance. Such arrangements shall be implemented in accordance with the change procedures contained within this Contract. The Parties shall work towards the adoption of common databases with multiple users for data and shall use of EDI/SWE where practical to do so.
 - **Safety** – The Parties are committed to maintaining a sound safety culture and to ensure that joint endeavour is undertaken to the highest standards when on Contractor's premises or Ship Repair Facilities.

- **Innovation** – The Parties shall work together to encourage and enable innovation at all levels. The aim of each Party is to learn from the others skills and talents, and to foster a climate of knowledge sharing and promoting best practice.
 - **Integration** - The parties shall at all times have due regard to for each other's requirements and shall incorporate their needs into the AAS Contractor's overall plan, mitigating risk and incorporating lean practices to improve availability.
 - **Sharing Risk** – The parties are committed to the effective management and mitigation of risk and acknowledges that the Terms and Conditions of this Contract and Collaborative Working Principles embodies and represents an effective structure for dealing with risk.
 - **Resolving Problems** – Subject to the Terms of these Collaborative Working Principles the Parties shall jointly develop and evolve a management process for resolving problems. The Parties shall actively promote a no-blame culture with the aim of learning from mistakes and moving forward.
 - **Continuous Improvement and Cost Reduction** – The Parties shall monitor performance against targets using the data provided from the Performance Measurement Reviews.
 - **Collaborative Working** – The Parties shall develop, maintain and strengthen this Strategic Collaborative Working relationship during the term of this Contract.
5. The Parties acknowledge that this Collaborative Working Principles Document is not entered into as a legally binding agreement, nor does it create rights or obligations enforceable under law. Neither in this document nor in any agreement that results from this document nor in the working out of the agreement nor its subsequent management is there any intention on the part of the Parties to create a partnership as defined in the Partnership Act 1890.

CSS/0122 Schedule 5

COLLABORATIVE WORKING

CHARTER



July 2017

The Parties below (comprised of the Authority and Contractor [tbc]) are committed to ensuring that the following overarching and general principles are upheld in the Parties conduct at all times:

Mutual Objectives – The Parties shall strive to meet their agreed mutual objectives, whilst at the same time recognising each others own objectives.

Working Together – The Parties are committed to working together in an open and honest way, to develop shared values and mutual trust, and the assumption will be made that people are well intentioned.

Sharing Information – The Parties are committed to the timely sharing of information to the greatest extent possible.

Safety – The Parties are committed to maintaining a sound safety culture and to ensure that joint endeavour is undertaken to the highest standards when on Contractors premises or Ship Repair Facilities.

Innovation – The Parties shall work together through the use of the Joint Development Plan to encourage and enable innovation at all levels. The aim of each Party is to learn from the others skills and talents, and to foster a climate of knowledge sharing and promoting best practice.

Integration – The parties shall at all times have due regard to for each others requirements and shall incorporate their needs into the Asset Availability Service suppliers overall plan, mitigating risk and incorporating lean practices to improve availability.

Sharing Risk – The Parties are committed to the effective identification, analysis, management and mitigation of risk.

Resolving Problems – The Parties shall jointly develop and evolve a management process for resolving problems. The Parties shall actively promote a no-blame culture with the aim of learning from mistakes and moving forward.

Continuous Improvement and Cost Reduction – The Parties shall monitor performance against targets using the data provided from the Performance Measurement Reviews.

Partnering – The Parties shall develop, maintain and strengthen this Strategic Partnering Relationship.

CSS/0122

SCHEDULE 6 - SUSTAINABLE PROCUREMENT
CHARTER

The parties below are fully committed to the principles of Sustainable Procurement (SP) and to using their purchasing power to promote good SP practice. Industry understands the importance for companies to become more sustainable in order to remain competitive in the market, bringing benefit to its shareholders, employees and customers. Whilst delivery of operational capability must always be the primary goal, MOD wishes to work actively, and in partnership with its Suppliers and their Trade Associations to capitalise on industry's enterprise and innovation to develop and embed SP principles into acquisition and through life management practices.

In this context signatories agree to define SP as a process whereby organisations meet their needs for goods, services, works and utilities in a way that achieves best value for money on a through life basis with minimal adverse impacts on the environment and society. It follows that SP will consider the environmental, social and economic consequences of design, non-renewable material, energy use, use of hazardous substances, manufacture and production methods, logistics, service delivery, use, operation, maintenance, emissions, reuse, recycling and recovery options, disposal, and suppliers' capabilities to address these consequences throughout the supply chain.

With the aim of continual improvement to their economic, environmental and social performance, Commercially Supported Shipping and the Contractor [TBC] will, in accordance with this charter, agree to support joint MOD-Industry activity to:

- Educate all layers of the supply chain in the principles of sustainable procurement.
- Ensure an informed decision making process to maintain a balance between economic, social and environmental priorities in making purchasing choices, whilst meeting the required operational and business outputs.
- Develop appropriate SP performance measurement criteria.
- Develop and disseminate SP processes and tools that will enable the supply chain to work towards sustainable development and share best practice.

Commercially Supported Shipping and the Contractor [TBC] will promote Sustainability enhancing processes that represent good practice wherever they are found.



Mr D. Farmer
CSS Head

Director
[Contractor]

CSS/0122 - SCHEDULE 7

Pricing

Conditions

- 1.1 Payment of all monies due for all work completed under the terms of this Contract shall be made in accordance with Terms and Conditions Clause 12 (Pricing and Payment).
- 1.2 Costs of all work completed under the terms of this Contract shall be accordance with the rates and costs agreed and set out within this Schedule 7 to the Terms and Conditions.

Variation of Price

- 1.3 Prices recorded in Schedule 7 (Pricing) as Firm are not subject to variation in any respect (including on account of fluctuations in wages, and/or cost of materials, interest rates or currency exchange rates).
- 1.4 Prices for Year 4 to Year 10 are FIXED at Contract Year 1 (*at Tender, assumed to be FY 19/20*) price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. For the purposes of agreeing Firm Prices for Contract Year 4 to Year 10 of the Contract the following price formula shall apply:

$$V = P (a+b(O_i/O_0)) - P$$

Where:

V represents the variation of price

P represents the FIRM price for FY 18/19 as stated in Schedule 7

O represents the index Price Index K8ZU (All Services Gross Sector)

O₀ represents the monthly average of index K8ZU OUTPUT for the base period July 2017 to July 2018

O_i represents the monthly average of index K8ZU OUTPUT across the 12 months prior to the period for which the variation is being added

a represents the Non Variable Element (NVE) which shall be 10%

b represents the Variable Element which shall be 90%

$$a+b=1$$

- 1.5 The Index referred to in Clause 1.8 above shall be taken from the following Tables:
Price Index K8ZU (All Services Gross Sector)
- 1.6 Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 (three) years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the

maximum extent possible, the same economic activities as the original index or indices.

- 1.7 In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- 1.8 In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices shall then be applied.
- 1.9 Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- 1.10 The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- 1.11 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

Platform Availability Day Rate

- 1.12 The Platform Available Day rate listed in Table 1 and 2 of paragraph 2 of this Schedule 7 is to be the daily rate for the provision of support to HMS PROTECTOR (Ice Patrol Ship (IPS)), HMS ECHO and HMS ENTERPRISE (Survey Vessels Hydrographic Oceanographic (SVHO)) that provides 334 days of availability per platform across a Contract Year as stated in the Statement of Technical Requirement, Schedule 1, and Condition 13 (Support Requirements).

Ad-hoc Tasking

- 1.13 Where additional support is required that does not fall within the scope detailed in 1.12, the Contractor will be tasked with Ad-hoc Tasking, using the rates and prices detailed in Table 4 and 5 of paragraph 2 of this Schedule 7, in accordance with the change procedures detailed at Conditions 19-21 of this Contract.
- 1.14 Ad-Hoc tasking is subject to DEFCON 815 (04/15). The Contractor must submit a completed DEFFOM 815 with each amendment.

Rates

2. The rates set out in the below tables are FIRM for the first three (3) years of the Contract from the Commencement Date and FIXED for the remaining seven (7) years of the Contract.

Table 1a – HMS Protector (IPS) Platform Available Day Rates

Item Number	Description		FIRM Prices (£)		
			Yr 1 <i>08-18 to 08-19</i>	Yr 2 <i>08-19 to 08-20</i>	Yr 3 <i>08-20 to 08-21</i>
1a.	Platform Available Days (PAD) (Prime Zones as defined in Appendix 1 to Schedule 7)	DoQ	■	■	■
		Per Year	■■■■	■■■■	■■■■
		Per Day	■	■	■
1b.	Platform Available Days (PAD) (Rest of the World as described in Picture 1)	DoQ	■	■	■
		Per Year	■■■■	■■■■	■■■■
		Per Day	■	■	■

Table 1b – HMS Echo & HMS Enterprise (SVHO) Platform Available Day Rates

Item Number	Description		FIRM Prices (£)		
			Yr 1 <i>08-18 to 08-19</i>	Yr 2 <i>08-19 to 08-20</i>	Yr 3 <i>08-20 to 08-21</i>

1a.	Platform Available Days (PAD) (Prime Zones as defined in Appendix 2 to Schedule 7)	DoQ	■	■	■
		Per Year	■■■■	■■■■	■■■■
		Per Day	■	■	■
1b.	Platform Available Days (PAD) (Rest of the World as described in Picture 2)	DoQ	■	■	■
		Per Year	■■■■	■■■■	■■■■
		Per Day	■	■	■

Table 2a - IPS Fixed Prices year 4 to10

			FIXED Prices (£)						
Item Number	Description	DofQ	Year 4 <i>08-21 to 08-22</i>	Year 5 <i>08-22 to 08-23</i>	Year 6 <i>08-23 to 08-24</i>	Year 7 <i>08-24 to 08-25</i>	Year 8 <i>08-25 to 08-26</i>	Year 9 <i>08-26 to 08-27</i>	Year 10 <i>08-27 to 08-28</i>
1a.	Platform Available Days (PAD) (Prime Zones)	DoQ	■	■	■	■	■	■	■
		Per Year	■■■■	■■■■	■■■■	■■■■	■■■■	■■■■	■■■■
		Per Day	■	■	■	■	■	■	■
1b.	Platform Available Days (PAD) (Rest of the World)	DoQ	■	■	■	■	■	■	■
		Per Year	■■■■	■■■■	■■■■	■■■■	■■■■	■■■■	■■■■

		Per Day	██████	██████	██████	██████	██████	██████	██████
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Table 2b - SVHO Fixed Prices year 4 to10

			FIXED Prices (£)						
Item Number	Description	DoFQ	Year 4 <i>08-21 to 08-22</i>	Year 5 <i>08-22 to 08-23</i>	Year 6 <i>08-23 to 08-24</i>	Year 7 <i>08-24 to 08-25</i>	Year 8 <i>08-25 to 08-26</i>	Year 9 <i>08-26 to 08-27</i>	Year 10 <i>08-27 to 08-28</i>
1a.	Platform Available Days (PAD) (Prime Zones)	DoQ	██	██	██	██	██	██	██
		Per Year	██████	██████	██████	██████	██████	██████	██████
		Per Day	██████	██████	██████	██████	██████	██████	██████
1b.	Platform Available Days (PAD) (Rest of the World)	DoQ	██	██	██	██	██	██	██
		Per Year	██████	██████	██████	██████	██████	██████	██████
		Per Day	██████	██████	██████	██████	██████	██████	██████

Notes:

1. Contract Award August 2018
2. Commencement of Services anticipated as 1st Feb 2019
3. The PAD Per Day Firm Price is to be the daily price per Class.
4. That the SVHO AAS requirement is for a total of 668 (334 days per Platform) Global Platform Available Days, split across the two platforms
5. That the IPS AAS requirement is for a total of 334 days per Global Platform Available Days.

Table 3a - Breakdown of prices for IPS PAD rates

		Yr 1 <i>08-18 to 08-19</i>		Yr 2 <i>08-19 to 08-20</i>		Yr 3 <i>08-20 to 08-21</i>	
		Prime Zone	ROW	Prime Zone	ROW	Prime Zone	ROW
Labour Hours per Grade							
Contract Director		■	■	■	■	■	■
Operations Manager		■	■	■	■	■	■
Fleet Manager		■	■	■	■	■	■
Superintendent		■	■	■	■	■	■
Logistics & Procurement		■	■	■	■	■	■
HSEQ		■	■	■	■	■	■
Technical Admin x 2		■	■	■	■	■	■
Labour Rates per Grade (£)							
Contract Director		■	■	■	■	■	■
Operations Manager		■	■	■	■	■	■
Fleet Manager		■	■	■	■	■	■
Superintendent		■	■	■	■	■	■
Logistics &		■	■	■	■	■	■

Procurement							
HSEQ		████	████	██	██	████	████
Technical Admin		████	████	████	████	████	████
Total Labour (Hours)		████	██	████	████	████	████
Sub Labour Costs (£)							
Contract Director		████	████	██████	████	██████	████
Operations Manager		████	████	████	████	██████	██████
Fleet Manager		████	████	████	██████	██████	██████
Superintendent		██████	██████	████	████	██████	████
Logistics & Procurement		██████	██████	████	████	██████	████
HSEQ		██████	██████	████	████	██████	████
Technical Admin		████	████	████	████	██████	████
Labour Associated with Level 1 – 4 Maintenance (£)		██████	██████	██████	██████	██████	██████
TOTAL LABOUR COSTS (£)		██████	██████	██████	██████	██████	██████

Labour Overhead		Inc. Above					
Average Material Costs		██████	██████	██████	██████	██████	██████
Average Sub-contractor Costs		██████	██████	██████	██████	██████	██████
Travel & Freight		██████	██████	██████	██████	██████	██████
Handling Charge		██████████ ██████	██████████ ██████	██████████ ██████	██████████ ██████	██████████ ██████	██████████ ██████
CONDO		██████	██████	██████	██████	██████	██████
Average Risk		██████	██████	██████	██████	██████	██████
Profit		██	██	██	██	██	██
<u>TOTAL COST</u>		██████	██████	██████	██████	██████	██████
Please Note: The PAD rate quoted in tables 1a and 2a have been based upon an average cost created from the estimated PAD rate added together for the first							

<p>3 years. This is due to the fact that HMS Protector has higher maintenance costs during year 2 due to the docking requirements. The average cost was then used as a base line for year 1 and a 1.2% increase has been applied for each following year.</p>							
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Table 3b - Breakdown of prices for SVHO PAD rates

		Yr 1 <i>08-18 to 08-19</i>		Yr 2 <i>08-19 to 08-20</i>		Yr 3 <i>08-20 to 08-21</i>	
		Prime Zone	ROW	Prime Zone	ROW	Prime Zone	ROW
Labour Hours per Grade							
Contract Director		■	■	■	■	■	■
Operations Manager		■	■	■	■	■	■
Fleet Manager		■	■	■	■	■	■
Superintendent		■	■	■	■	■	■
Logistics & Procurement		■	■	■	■	■	■

HSEQ		█	█	█	█	█	█
Technical Admin x 2		█	█	█	█	█	█
Labour Rates per Grade (£)							
Contract Director		█	█	█	█	█	█
Operations Manager		█	█	█	█	█	█
Fleet Manager		█	█	█	█	█	█
Superintendent		█	█	█	█	█	█
Logistics & Procurement		█	█	█	█	█	█
HSEQ		█	█	█	█	█	█
Technical Admin		█	█	█	█	█	█
Total Labour (Hours)		█	█	█	█	█	█
Sub Labour Costs (£)							
Contract Director		█	█	█	█	█	█
Operations Manager		█	█	█	█	█	█
Fleet Manager		█	█	█	█	█	█
Superintendent		█	█	█	█	█	█
Logistics & Procurement		█	█	█	█	█	█

HSEQ		████	████	████	████	████	████
Technical Admin		████	████	████	████	████	████
Labour Associated with Level 1 – 4 Maintenance (£)		████	████	████	████	████	████
TOTAL LABOUR COSTS (£)		████	████	████	████	████	████
Labour Overhead		████	████	████	████	████	████
Average Material Costs		████	████	████	████	████	████
Average Sub-contractor Costs		████	████	████	████	████	████
Travel & Freight		████	████	████	████	████	████
Handling Charge		████ ████	████ ████	████ ████	████ ████	████ ████	████ ████
CONDO		████	████	████	████	████	████

Average Risk		████	████	████	████	████	████
Profit		██	██	██	██	██	██
<u>TOTAL COST</u>		████	████	████	████	████	████
<p>Please Note: The PAD rate quoted in tables 1b and 2b have been based upon an average cost created from the estimated PAD rate added together for years 3,4 and 5. This is due to the fact that HMS Echo has higher maintenance costs during year 4 and HMS Enterprise has higher maintenance costs during year 5 due to the docking requirements. The average cost was then used as a base line for year 1 and a 1.2% increase has been applied for each following year.</p>							

Table 4 - The following Table of Rates shall apply to all Ad-Hoc tasking (see also Notes below)

		Firm Prices (£)			
		Yr 1 <i>08-18 to 08-19</i>	Yr 2 <i>08-19 to 08-20</i>	Yr 3 <i>08-20 to 08-21</i>	
Item Number	Grade of Staff (insert details)	Firm Hourly Rates (inclusive of Overhead) per hour			
1.1	Grade A – (Supervisor)		████	████	████
1.2	Grade B – (Skilled Worker)		████	████	████
1.3	Grade C – (Labourer)		████	████	████
1.4	-		-	-	-
1.5	-		-	-	-
1.6	-		-	-	-
1.7	-		-	-	-
2. Management Fee (applicable to materials and sub-contract costs)		%	████	████	████
3. Profit Rate (applicable to all the above costs)		%	██	██	██

Notes:

1. The hourly rates detailed in Table 4 above shall be applied to the period in which the Ad-Hoc Tasking activity is to be carried out.
2. The Authority may use the services of CAAS to validate the Contractor's quotations and cost certificates.
3. In seeking and compiling prices for all Ad-Hoc Tasking, the Contractor shall be obliged to provide the Authority with the best Value for Money

Table 5- The following Table of Rates shall apply to all-Ad Hoc Tasking (see also Notes below) from Years 4 – 10, subject to VoP.

			FIXED Prices (£)						
			Year 4 <i>08-21 to 08-22</i>	Year 5 <i>08-22 to 08-23</i>	Year 6 <i>08-23 to 08-24</i>	Year 7 <i>08-24 to 08-25</i>	Year 8 <i>08-25 to 08-26</i>	Year 9 <i>08-26 to 08-27</i>	Year 10 <i>08-27 to 08-28</i>
Item Number	Grade of Staff (insert details)	Firm Hourly rates (inclusive of Overhead) per hour							
1.1	Grade A – (Supervisor)		████	████	████	████	████	████	████
1.2	Grade B – (Skilled Worker)		████	████	████	████	████	████	████
1.3	Grade C – (Labourer)		████	████	████	████	████	████	████
1.4	-		-	-	-	-	-	-	-
1.5	-		-	-	-	-	-	-	-
1.6	-		-	-	-	-	-	-	-
1.7	-		-	-	-	-	-	-	-
2. Management Fee (applicable to materials and sub-contract costs)		%	████	████	████	████	████	████	████
3. Profit Rate (applicable to all the above costs)		%	██	██	██	██	██	██	██

Notes:

1. The hourly rates detailed in Table 4 above shall be applied to the period in which the Ad-Hoc Tasking activity is to be carried out.

2. The Authority may use the services of CAAS to validate the Contractor's quotations and cost certificates.
3. In seeking and compiling prices for all Ad-Hoc Tasking, the Contractor shall be obliged to provide the Authority with the best Value for Money

Appendix 1 to Schedule 7 – IPS Prime Areas of Operations

The Prime Zones of operations for the IPS (HMS Protector) are considered to be

- a. UK Waters, Iceland, Baltic Sea, Arctic Ocean
- b. Mediterranean Sea, Suez Canal, Red Sea and Indian Ocean.
- c. North Atlantic, Bay of Biscay, Gulf of Guinea
- d. South Atlantic. West Coast of Africa, South Africa and East Coast of South America
- e. Southern Ocean and Antarctica. To note the IPS will principally be operating from the Falkland Islands during the period November to April.
- f. South Pacific Ocean. West Coast of South America, Panama Canal
- g. Gulf of Mexico, Caribbean Sea, South West Coast of America
- h. West Coast of America / Canada



Picture 1 – IPS Prime Zone of Operations

Appendix 2 to Schedule 7 – SVHO Prime Areas of Operations

The Prime Zones of operations for the SVHO (HMS Echo and HMS Enterprise) are considered to be

- a. UK Waters, Baltic Sea,
- b. Mediterranean Sea (includes Balearic Sea, Tyrrhenian Sea, Ionian Sea, Adriatic Sea, Aegean Sea),
- c. Suez Canal, Red Sea
- d. Gulf of Aden, Arabian Sea, Persian Gulf, Gulf of Oman
- e. Indian Ocean. Bay of Bengal and South China Sea
- f. Australia
- g. North Atlantic, Bay of Biscay, Gulf of Guinea
- h. South Atlantic. West Coast of Africa, South Africa
- i. Southern Ocean. Falkland Islands



Picture 2 – SVHO Prime Zone of Operations

CSS/0122 - SCHEDULE 8

KEY PERFORMANCE INDICATORS

1. Availability Reporting

- 1.1 The fundamental Key Performance Indicator (KPI) for the Platform is that of Platform Available Days (PAD) availability as detailed in the Statement of Technical Requirement at Schedule 1. The availability of the Platform is paramount to the Operator.

2. Availability and Usage

- 2.1 The Contractor shall be responsible for ensuring that the Platform is available in accordance with Schedule 1 (Statement of Technical Requirement) and in the following state:

- 2.1.1 No operational defect with a repair indicator category that will prevent the Platform completing its operational duties;
- 2.1.2 Classification Society and Naval Authority Certification is extant and free from restrictions that impact on the Platform availability; and
- 2.1.3 Fully compliant with all relevant Legislation.

3. Service Credit Regime

- 3.1 As an integral part of the availability requirement and to ensure the platform is kept in a serviceable state through life. The Authority will monitor the volume and type of defects on the Platform and relate these to a Service Credit regime.
- 3.2 The Contractor shall have failed to provide the service if:
- 3.2.1 the Platform is not available for the reasons described at paragraph 2.1 above;
or
- 3.2.2 the summation of 'service credits' associated with defects on the Platform reaches the maximum allowable limit of 30 (thirty) credits (as detailed at Table 1 below).

4. Application of the Service Credit Regime

- 4.1 Throughout the Platform operation Ships Staff will submit defect reports, some of which will be of OPDEF status. Part of the Asset Availability Service (AAS) provided by the Contractor will be to decide on the repair action required and formulate a repair procedure. The severity of the OPDEF will dictate the response timescale within which the repair is to be carried out. If, for whatever reason, the repair cannot be affected within the required timescale, the 'Maximum Allowed Rectification Period' at Table 1, the Contractor shall provide an assessment of the likely impact on the design intent in respect of the overall safety of the Platform. If the impact is likely to compromise the As Low As Reasonably Practicable (ALARP) principle, then a suitable operational

limitation will need to be proposed by the contractor and agreed with the Authority. The Authority will instruct the Operator on any such operational limitations.

- 4.2 Lower priority defects, not meriting OPDEF status, will be logged onboard by Ships Staff. Requests for assistance to correct defects which are beyond Ships Staff capacity will be made to the Contractor. These will either form part of an overall maintenance requirement for a programmed Contractor Allocated Maintenance Period or be raised as individual items if they affect the sea-going or fighting efficiency.
- 4.3 The Contractor shall provide a response detailing the rectification plan for defects that occur on the Platform in accordance with the Defect Response Timescale (See Table 1).
- 4.4 The Contractor shall manage the rectification of OPDEFs and defects agreeing with the Authority and Ship Staff to deliver the supply of services required to affect the repair or carry out work required. The services provided by the Contractor shall include all labour (except available Ship's Staff), material, support equipment, facilities, test equipment and sub-contracts. The Contractor shall be responsible for the standard of repair in terms of workmanship and maintaining the 'design intent' of the Platform.
- 4.5 The classification of a defect, see Table 1, will be determined by Ship's Staff and agreed with the Contractor. In the event that agreement between the parties cannot be reached the Contractor shall present the relevant information to the Authority, who will negotiate resolution with the Contractor on behalf of the Ship Staff.
- 4.6 All defects will be reported to the Contractor via e-mail. Following notification from Ship's Staff of the occurrence of a defect, the Contractor shall confirm, with the Authority within 1 (one) Day, receipt of the defect notification. The Contractor shall assess the defect as soon as reasonably practicable and be responsible for producing, within the response timescales defined in Table 1 below, a repair/recovery programme.
- 4.7 The Contractor is to note that the Authority will commence the acquiring of service credits, immediately upon notification of an OPDEF. This is regardless of the location of the Platform whether at sea or alongside, as soon as the Platform meets the repair indicators listed at para 4.10 unless the ship is alongside in one of the 31 non PAD days however, if the Platform is alongside undertaking a MoD funded upgrade or modification or rectifying a OPDEF or Defect, the service credits will be suspended.
- 4.8 The Service Credit matrix shown in Table 1 below provides the scale of the Service Credits that the Authority will apply in the event of Service Deficiency. The table is read from left to right with:
 - 4.8.1 Column (3), the Service Deficiency;
 - 4.8.2 Column (5), the Maximum Allowed Rectification Period following notification of the defect by Ship's Staff;
 - 4.8.3 Column (6), the Initial Credits applied by the Authority should the Contractor fail to rectify the Service Deficiency within the Maximum Allowed Rectification Period;
 - 4.8.4 Column (7) the Follow-on Credits accrued by the Authority for each day(s) the Contractor fails to rectify the Service Deficiency beyond the application of Initial Credits

4.9 The definitions of OPDEF repair indicators shown as numerals against each Defect Category in Column (1) are:

1 = Immediate rectification required to meet Platform's commitments or programme. Repair will be the Platform's primary aim and override existing programme intentions.

2 = Rectification required as soon as possible to meet future commitments/programme. Repair will be pursued within the existing programme, or at the next port of call.

3 = Rectification not required until the next programmed Contractor Allocated Maintenance Period. Arrangements will be made for repair action during the next programmed Contractor Allocated Maintenance Period.

4 = Rectification not required until next planned platform Docking Period.

Table 1 - Response Timescales

1 OPDEF Defect Category	2 Description	3 Service Deficiency/Repair Category	4 Response Timescale (day) from date of notification	5 Maximum Allowed Rectification Period (indicative timeframe)	6 IMPACT	
					Initial Credits	Follow- on Credits
█ █	█ █ █ █ █ █ █	█ █ █ █	█	█ █ █ █	█ █ █ █	█ █ █ █ █ █
█ █	█ █ █ █ █ █	█ █ █ █	█	█ █ █ █	█ █ █ █	█ █ █ █ █ █
█ █	█ █ █ █ █ █	█ █ █ █	█	█ █ █ █	█ █ █ █	█ █ █ █ █ █
█ █	█ █ █ █ █ █		█	█	█	█ █
█ █	█ █ █ █		█	█	█	█ █

NOTES

- 30 Service Credit equates to the loss of 1 PAD.
- Days equate to calendar days
- Response Timescales – Service credits will commence if the supplier has NOT provided a repair plan within the allocated timescale.
- OPDEF Rectification Period – the timescale, should follow the repair indicators listed in column five of table 2, the repair plan should indicate “Smart Time to Repair” based on this, Service Credits will only commence if the repair takes longer than the timescales indicated at column 5. Should the defect still remain after repair then the appropriate

Service Credits will resume, if the OPDEF is awaiting sea trials to prove rectification, the service credits should be suspended until proven rectified, or continue if the trial proved that the OPDEF is not rectified.

5. Service Credit Regime – Effect on Payment

- 5.1 If there is a Service Deficiency, as described at paragraph 3.2.1, (OPDEF CAT A) the Authority shall reduce the monthly payment to the Contractor by a sum equivalent to a PAD (see Schedule 7, Schedule of Prices) for each day that the Platform is not available. Where payment is reduced as a result of a Service Deficiency, as described at paragraph 3.2.1, the Platform will not accrue service credits from other outstanding defects for the period on non-availability.
- 5.2 The Platform shall accrue Service Credits, as described at paragraph 4 (Service Credits) above, for OPDEF B, C, D, E. When 30 Service Credits are reached, the Authority shall reduce the monthly payment to the Contractor by a sum equivalent a PAD (see Schedule 7, Schedule of Prices).
- 5.3 Service Credits will be applied at the end of each Business Day for defects that are outstanding.
- 5.4 Where it can be demonstrated that the Authority has prevented the Contractor from undertaking the agreed repair, e.g. through Operational Programme requirements, etc., then the applicable Service Credits for the period until repair will be suspended. Should the defect still remain after repair then the appropriate Service Credits will resume.
- 5.5 The Contractor is to keep a database tracking the monthly OPDEFs and the service credits accrued. The Authority and the AAS provider are to hold a monthly OPDEF service credit meeting to reconcile the monthly totals and agree any reduction in payments. The Contractor shall plan, coordinate and record the outcome of these reviews.
- 5.6 As per the Terms and Conditions Clause 20 Authority Change Proposal and Clause 21 Contractor Change Proposal, the Contractor shall provide to the Authority such records as the Authority may reasonably consider necessary and appropriate for the purposes of establishing the accuracy of any notice of Relevant Event.

6. Extant OPDEFs – Post Sea Trials

- 6.1 Following rectification of a defect, Service Credits will cease to accrue once the equipment and/or Platform has been successfully tested and/or trialled, where required, and accepted by the Ship's Staff.

7. Defect Database

- 7.1 The fault, action taken, subsequent completion and Service Credits accrued of all defects shall be recorded on this database.

8. Not Used

9. Not Used

10. Not Used

11. KPI Award Scheme

- 11.1 The remaining KPIs for the Platform are based on key deliverable areas of the support service. The details and measurements of these areas are defined in the KPI Award Scheme in Table 2 below.
- 11.2 The aim of this KPI Award Scheme recognises levels of performance across key areas and by setting target thresholds either applies further Service Credits for under achievement, or affords the Contractor the opportunity to earn back Service Credits for over achievement.
- 11.3 The thresholds for each key area are defined in Table 2, along with the method of measurement and the requirements for Contractor records requiring agreement with the Authority. The thresholds for each key area are subject to review annually. Threshold limits may be revised, subject to agreement between the Authority and the Contractor.
- 11.4 The KPI scheme will be monitored through each Contract year and a reconciliation of Service Credits and payments will be made by the Authority within one month of the end of each Contract year. The reconciliation will take account of any reduction in monthly payments in accordance with paragraph 5.2 and the results from application of the KPI Marking Scheme at Table 2. The total payment following the reconciliation shall not exceed a total of 334 PAD per Platform per Contract year.

12 Performance Indicators

- 12.1 The PIs have been developed to measure performance in five key business areas:
- a. Availability
 - b. Logistics
 - c. Engineering
 - d. Design
 - e. Safety and Environment
- 12.2 Performance data will be collected by the Contractor on a continuous basis and placed on a central performance management database. The following information shall be used to compile the monthly performance report:
1. The number of PI occurrences within the month;
 2. The number of times the performance was compliant to the standards in the Performance Indicator (Green);
 3. The number of times the performance was non-compliant to the standards in the Performance Indicator (Amber);
 4. The number of times the performance was completed significantly non-compliant to the standards set in the Performance Indicator (Red);

KPI	Service Area	QCTCM Band	Title	Frequency		Definition	Incidence Measure	Performance Levels and Criteria		
				Monitoring	Reporting			Green	Amber	Red
■										
■										
■										
■										

KPI	Service Area	QCTCM Band	Title	Frequency		Definition	Incidence Measure	Performance Levels and Criteria		
				Monitoring	Reporting			Green	Amber	Red
■	■	■	■ ■ ■ ■	■ ■	■	■ ■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	

CSS/0122 – Schedule 12

Required Insurances

1. THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.1 Insured

1.1.1 The Contractor.

1.2 Interest

1.2.1 To indemnify the Insured in respect of all sums that the Insured may become legally liable to pay as damages (including claimants' costs and expenses) in respect of accidental:

1.2.1.1 death or bodily injury to, or sickness, loss of sight, anguish or shock whether mental or otherwise, or illness or disease contracted by any person;

1.2.1.2 loss of or damage to property;

happening during the period of insurance (as set out below in paragraph 1.5 below) and arising out of or in connection with the Contract.

1.3 Limit of indemnity

1.3.1 Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but ten million pounds (£10,000,000) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

1.4 Territorial limits

1.4.1 Worldwide.

1.5 Period of insurance

1.5.1 From the date of the Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise with the Authority.

1.6 Cover features and extensions

1.6.1 Health & Safety at Work Act(s) clause.

1.6.2 Defence, appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.

1.6.3 Legal defence costs in addition to the limit.

1.6.4 Indemnity to principals clause or additional insured equivalent under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury and/or third party property damage for which the Contractor is legally liable under this Contract.

1.7 Principal exclusions

1.7.1 Nuclear/radioactive risks.

1.7.2 War and related perils.

- 1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under the Contract entered into by the Insured.
- 1.7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 1.7.7 Liability arising from the ownership, possession or use of any aircraft or marine Vessel.
- 1.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 1.7.9 Cyber liability.

1.8 Maximum deductible threshold

- 1.8.1 Not to exceed £2,500 each occurrence in respect of loss of or damage to third party property. Personal injury claims to be paid in full.

2. SHIP REPAIRERS LIABILITY INSURANCE

2.1 Insured

- 2.1.1 The Contractor.

2.2 Interest

- 2.2.1 To indemnify the Insured in respect of all sums that the Insured may become legally liable to pay by reason of the Insured's ship repair activities in connection with the Contract for:

- 2.2.1.1 loss of or damage to Vessels/craft on which the Insured is working including cargo on board and machinery/equipment removed from such Vessels/craft to be worked on;

- 2.2.1.2 loss of or damage to third party property arising from ship repairing operations,

- 2.2.1.3 death or bodily injury, illness or disease contracted by any person,

happening during the period of insurance (as set out below in paragraph 2.5 below) and arising out of or in connection with the Contract.

2.3 Limit of indemnity

- 2.3.1 Not less than fifty million pounds (£50,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

2.4 Territorial limits

- 2.4.1 Worldwide.

2.5 Period of insurance

- 2.5.1 From the date of the Contract for the duration of the Contract and renewable on an annual basis unless otherwise agreed with the Authority.

2.8 Cover features and extensions

- 2.6.1 Ship Repairers Liability Clauses LSW169A or equivalent.
- 2.6.2 Detention Endorsement LSW170 or equivalent.
- 2.6.3 Personal Injury Endorsement LSW171A or equivalent.
- 2.6.4 Other Work Endorsement LSW172 or equivalent.
- 2.6.5 Travelling Workmen clause LSW180 or equivalent.
- 2.6.6 Legal defence costs inclusive in the limit.
- 2.6.7 Indemnity to principals clause or additional insured equivalent under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury and/or third party property damage for which the Contractor is legally liable in the provision of the Services under this Contract.

2.7 Principal exclusions

- 2.7.1 Nuclear/radioactive risks.
- 2.7.2 War, strikes and related perils.
- 2.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 2.7.4 Liability in respect of predetermined penalties or liquidated damages imposed under the Contract entered into by the Insured.
- 2.7.5 Liability arising out of the use of mechanical propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 2.7.6 Liability in respect of loss of or damage to property owned by or in the care, custody or control of the Insured but this exclusion is not to apply to any Vessel/craft belonging to the Authority which is in the care, custody or control of the Insured for which cover is provided hereon.
- 2.7.7 Liability arising condemnation or rejection by reason of faulty design and costs of repairing, replacing or modifying any parts (or any loss arising there from) by reason of faulty design.
- 2.7.8 Liability arising from the navigation of marine Vessels/craft.
- 2.7.9 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 2.7.10 Cyber liability.
- 2.7.11 Legal liability arising out of the existence of asbestos.

2.8 Maximum deductible threshold

- 2.8.1 Not to exceed [*£ to be proposed by Tenderer*] each occurrence in respect of loss of or damage to third party property.

3. PROFESSIONAL INDEMNITY INSURANCE

3.1 Insured

3.1.1 The Contractor.

3.2 Interest

3.2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Insured during the period of insurance (in paragraph 3.5 below) by reason of any act, error and/or omission arising from the conduct and execution of the Contractor's professional activities and duties or in connection with the Contract.

3.3 Limit of indemnity

3.3.1 Not less than two million pounds (£2,000,000) in respect of any one occurrence and in the aggregate per annum.

3.4 Territorial limits

3.4.1 Worldwide.

3.5 Period of insurance

3.5.1 From the date of the Contract for the duration of the Contract Period and renewable on an annual basis unless otherwise agreed with the Authority and a period of 6 (six) years following the Expiry Date or the Termination Date, whichever occurs earlier.

3.6 Cover features and extensions

3.6.1 In respect of any cover provided on a claim(s) made policy wording retroactive cover from the date of the Contract.

3.7 Principal exclusions

3.7.1 Nuclear/radioactive risks.

3.7.2 War and related perils.

3.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

3.7.4 Liability arising out of the use of mechanical propelled vehicles which required to be compulsorily insured by legislation in respect of such vehicles.

3.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under the Agreement entered into by the Insured.

3.8 Maximum deductible threshold

3.8.1 Not to exceed [*£ to be proposed by Tenderer*] each and every claim

4. COMPULSORY INSURANCES

4.1 The Contractor is required to meet their United Kingdom and other territory statutory insurance obligations in full. Insurances required to comply with all statutory requirements relating to the Contract including, but not limited to, United Kingdom employers' liability and motor third party liability insurance.

4.2 The limit of indemnity for the employers' liability insurance shall not be less than £10,000,000 (ten million) (or such other limit as may be required by law from time to time)

for any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual policy period.

- 4.3 Compulsory insurances shall contain an indemnity to principals clause or additional insured equivalent under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury to employees of the Contractor for which the Contractor is legally liable under this Contract.
- 4.4 As appropriate the Employers Liability Insurance shall extend to include offshore work in connection with the Contract.

CSS/0122

SCHEDULE 13 - TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 13 Part 1, save where otherwise provided, words and terms defined in Schedule 2 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 2 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 2 (Definitions) of the Contract, in this Schedule 13 Part 1 unless the context otherwise requires:

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

"Employing Subcontractor" means any Subcontractor 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 the Contractor responsible for provision of the Services prior to the New Provider and whose employees may be subject to a Relevant Transfer to the New Provider. This includes Subcontractors with employees engaged in delivering the Services and who may also be subject to a Relevant Transfer. The Previous Contractors for CSS/0122 are AW Shipping and BAE Systems. Subcontractors are listed at DEFFORM 47 Annex D;

"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 Subcontractor 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 Subcontractor 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;

"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 13 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 Subcontractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor (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 Subcontractor of their obligations under Regulation 13 of the Transfer Regulations;
- b. any act or proposal by the Contractor or any Employing Subcontractor 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 Subcontractor 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 Subcontractor 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 13 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 13 Part 2, save where otherwise provided, words and terms defined in Schedule 2 (Definitions) or Schedule 13 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 2 (Definitions) or Schedule 13 Part 1 of the Contract.

1.2 Without prejudice to Schedule 2 (Definitions) of the Contract or Schedule 13, Part 1, in this Schedule 13 Part 2 unless the context otherwise requires:

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

"Employing Subcontractor" means any Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor shall):

- a. supply to the Authority such information as the Authority may reasonably require in order to consider the applicaton 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 13 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 13 (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 13 (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 Subcontractors 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 Subcontractors 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 Subcontractor 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 13 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 13 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor'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 Subcontractor 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. (3)), 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:
 - (1) 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.;
 - (2) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (3) 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;

- (4) 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);
- (5) 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
- (6) 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 Subcontractor 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 Subcontractor 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 Subcontractor.

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 13 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 13, the following information will be provided:
 - a. The total number of individual employees (including any employees of Subcontractors) 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 Subcontractors 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 Subcontractors provide) the Authority/tenderers with access to the Contractor's and Subcontractor'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 13, 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.

CSS/0122 - SCHEDULE 14

PARENT COMPANY GUARANTEE

DEFFORM 024
Edition 10/14

THIS DEED OF GUARANTEE AND INDEMNITY GIVEN BY A PARENT COMPANY IN RESPECT OF A SUBSIDIARY

is made the [] day of [] 20[]

BETWEEN:

- (1) [Insert the name of the name of the Guarantor] [[a company incorporated in England and Wales with number [] whose registered office is at []] **or** [a company incorporated under the laws of [insert country] registered in [insert country] with number [] at [insert place of registration] whose principal office is at []] (“the **Guarantor**”); in favour of
- (2) THE SECRETARY OF STATE FOR DEFENCE (“the **Authority**”)

WHEREAS:

- (A) The Authority proposes to award contract number [insert number] (“the **Contract**”) to [insert contractor’s full corporate name] [insert company registration number] whose registered office is at [insert details] (“the **Contractor**”).
- (B) It is a condition precedent of the Authority entering into the Contract with the Contractor that the Guarantor must first execute and deliver this Deed of Guarantee and Indemnity to the Authority.

Now in consideration of the Authority entering into the Contract, the Guarantor hereby irrevocably and unconditionally agrees with the Authority as follows:

1. The Guarantor shall provide all resources and facilities whether financial or otherwise to enable the Contractor duly to fulfil its obligations in and arising from the Contract subsisting between the Authority and the Contractor at the date of this deed or which shall be entered into at any time after the date of this deed between the Authority and the Contractor (the **'Indemnified Obligations'**);
2. If:
 - a. the Contractor shall fail in any respect duly to perform and observe, or shall otherwise be in breach of, any of the Indemnified Obligations; or
 - b. any of the Indemnified Obligations are or become void, voidable, unenforceable or otherwise ineffective; or
 - c. the Contract is terminated owing to a breach or an event of default on the part of the Contractor; or

- d. a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the Contractor's undertaking or assets;

then, forthwith on demand from the Authority the Guarantor shall, as a primary obligation, indemnify the Authority against all losses, claims, liabilities, damages, expenses and costs which may be incurred, met or suffered by the Authority and which arise from or in connection with (whether directly or indirectly) any such matters save that, subject to the other provisions of this deed, the liability of the Guarantor under this clause shall not exceed the liability of the Contractor to the Authority under the Contract.

3. The Guarantor irrevocably and unconditionally undertakes that all sums received or recovered by the Authority:
 - a. by way of dividend, composition or payment arising from the liquidation, bankruptcy or otherwise of the Contractor may be taken and applied by the Authority in part satisfaction of the losses, claims, liabilities, damages, expenses and costs referred to in paragraph 2 above, and the Guarantor's obligations under this deed shall stand good in respect of the balance;
 - b. under this deed, may be credited to a suspense account and held in such account for so long as the Authority thinks fit pending the application of such monies towards the payment of the Indemnified Obligations;
 - c. from the Contractor in respect of any of the Indemnified Obligations, may be applied by the Authority in any manner and in any order towards any debts owed by the Contractor to the Authority (whether or not relating to the Indemnified Obligations) as the Authority may determine (notwithstanding any appropriation or purported appropriation by any person);
4. The Guarantor shall have no right to be subrogated to the Authority and shall not make any claim against the Contractor (unless instructed so to do by the Authority, in which event the Guarantor shall make such a claim) in respect of the Guarantor's performance under this deed, until the Authority has received payment in full of its claim against the Contractor;
5. This deed shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the Contractor or any other person or, where the Contractor is a partnership, by any change in the partners;
6. The Guarantor shall not be discharged or released from its obligations under this deed:
 - a. by any arrangement or agreement made between the Authority and the Contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the Contractor: or
 - b. by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to the Guarantor's disadvantage, to or of, the obligations imposed upon the Contractor or any other person; or
 - c. by any forbearance granted by the Authority to the Contractor or any other person as to payment, time, performance or otherwise; or

- d. by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this deed relates; or
 - e. by any other matter or thing which but for this provision might exonerate the Guarantor and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without the Guarantor's knowledge or assent;
7. No failure to exercise or any delay in exercising on the Authority's part any right or remedy under this deed or under the Contract or any other agreement shall operate as a waiver of such right or remedy;
 8. Any certificate or determination by the Authority of the amount due under this deed or under the Contract shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates;
 9. No settlement or discharge between the Authority and the Guarantor or the Contractor shall be effective if any payment to the Authority in respect of the Contractor's or the Guarantor's obligations to the Authority is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, the Authority shall be entitled to recover from the Guarantor the amount of such payment as if such settlement or discharge had not occurred;
 10. The Authority shall not be obliged, before exercising any of its rights under this deed, to take any action against, or make any demand from, the Contractor or any other person;
 11. The Guarantor's obligations under this deed are continuing obligations and shall not be considered satisfied, settled or terminated by the Authority giving any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by the Authority of any right or remedy under or arising from this deed shall prevent any further exercise;
 12. All payments under this deed shall be made without set-off, counter-claim or other deduction;
 13. The Guarantor shall be bound by all court judgments or arbitration awards relating to the contract or any dispute or matter between the Authority and the Contractor;
 14. This deed shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

[The following clause should only be used where the Guarantor is a company incorporated outside of England and Wales]

15. The Guarantor irrevocably appoints Messrs [insert name and address of firm of Solicitors in England or Wales], Solicitors as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Guarantor in connection with this Deed or any related matter.

Delivered as a deed on the date of this document.

Executed as a deed by [insert corporate name].

in the presence of Director

..... Director or Company Secretary

CSS/0122 - SCHEDULE 15

ROLES AND RESPONSIBILITIES

Introduction

1. This Schedule outlines the roles and responsibilities during operation of the Platforms throughout the duration of the Contract. During the Contract period this Schedule 15 will be updated by the Authority should additional support be identified?

The Customer – Navy Command

2. The Customer will be responsible for providing suitably qualified and experienced and trained Ship's Staff in accordance with the defined Unit Establishment List (UEL).
3. The Customer will be responsible for ensuring that Ship's Staff personnel have completed the appropriate additional qualification courses (ADQUALs) prior to joining the Vessel(s).
4. The Customer will ensure that the Ship's Staff undertake in a timely manner all maintenance and fault diagnostics tasks assigned to them as detailed in the agreed MMS, except where prevented from doing so by equipment defects or other shortfalls against the Contractor's responsibilities inter alia spares, tools, documentation.
5. The Customer will ensure that the Ship's Staff give the Contractor and its subcontractors all reasonable assistance and co-operation consistent with the Vessel's military status in meeting their obligations under the Contract, including when the Contractor or its subcontractors undertake those maintenance and fault finding tasks which are beyond the Ship's Staff's capability.
6. The Customer will, subject to any overriding military requirements:
 - a. allow the Contractor to communicate with the Vessels, including whilst they are at sea or away from their base port;
 - b. co-operate with the Contractor in getting urgent spares to the Vessel;
 - c. permit the Contractor access to the Vessels in order to carry out its obligations under the Contract.
7. Planned Maintenance: In order for the Contractor to undertake its obligations under the contract the Contractor will require access to the vessels in order to undertake maintenance activities. To facilitate this, the Authority in consultation with the Customer representatives (PJHQ, FOMO) shall make each vessel available to the Contractor for maintenance of the vessels and its equipment for the agreed number of non-Platform Available days each year, (or as shall otherwise be agreed), in accordance with the agreed annual tasking and maintenance plans.
8. Unplanned Maintenance: The Authority in consultation with the Authority shall allow the Contractor access to the vessels for maintenance and fault-finding beyond the capability of the Platform's Ship's Staff, including during port calls. Such access shall not be unreasonably withheld

9. In the event that an OPDEF cannot be rectified by the vessel's Ship's Staff, the Authority in consultation with the Customer representatives (PJHQ, FOMO) shall take all reasonable measures to facilitate access to the vessel by the Contractor to rectify the fault, including bringing the vessel into a suitable port, or by arranging transportation for the Contractor's engineers from a convenient location on land to the vessel.

Ship's Staff

10. Platform's Staff Familiarisation: The Contractor shall be aware of the RN practice of involving the new members of a Platform's company at an early stage so that they are familiar with the Platform's systems and the standing orders for the vessel. The Contractor shall anticipate that this practice will be continued throughout the contract period.
11. Ship's Staff will be responsible for, but not necessarily limited to, the following;
 - a. conduct of Forward Support (Preventive, First Line and Corrective) Maintenance on the Platform in accordance with the Maintenance Management System (MMS¹);
 - b. maintenance of MTE in accordance with MMS;
 - c. raising demands (MATDEMS) on the Contractor for the supply or re-supply of spares and stores;
 - d. receipting and stowing the spares provided by the Contractor in suitable storage areas on the vessels and shall account for all spares usage on the Platform using the specific stores accounting computerised system;
 - e. the safe custody of on-board spares and stores and the maintenance of inventory records;
 - f. the reporting of all defects (OPDEFS, S2022s) including status and date of rectification
 - g. managing, maintaining and keeping up to date the data input for the on-board MMS.
 - h. Ship's husbandry tasks including routine cleaning and minor areas of re-preservation to limit the spread of corrosion. The Customer will ensure that the Ship's Staff of each Vessel are available to maintain, fault-find and repair the ship's equipment, excluding Government Owned Assets (Schedule 16) within the working patterns defined in the Use Study. Any additional hours worked will be at the Authority's sole discretion.
12. The Ship's Staff will not unreasonably refuse to carry out maintenance or to diagnose or rectify defects on the vessels.
13. Ship's Staff Training: Specialist Training: Certain new members of the Ship's Staff, in particular the equipment maintainers and operators, will be required to undertake specialist training prior to joining the vessel.
14. Contractor Allocated Maintenance Periods will be of short duration and therefore Ship's Staffs will be expected to remain with their vessel during these periods;

¹ IPS MMS applications are AMOS and UMMS. SVHO MMS application is UMMS.

carrying out SS maintenance; managing the receipt and issue of spares; providing security, safety & firefighting cover for the ship; and witnessing/assisting the Contractor's engineers as necessary.

15. The Platform's Marine Engineer Officer will be the primary point of contact for all general support matters and will be the Classification Society ²on-board Authorising Officer.

² Classification Society refers to Lloyds Register or DNVGL

CSS/0122 - SCHEDULE 16
GOVERNMENT OWNED ASSETS

Government Owned Assets (GOA)

1. Appendixes 1a and 1b of Schedule 1 Statement of Technical Requirements identify the items of equipment that the Authority has determined are GOA. The Authority shall be responsible for all aspects of support for GOA for the Contract period including:

- Provision of spares
- Provision of consumables
- Provision of support and test equipment
- Provision of technical documentation
- Planning and provision of maintainer and operator training
- Planning and conduct of preventive and corrective maintenance
- Provision of shore specialist engineering support
- Equipment configuration management
- Management of GOA obsolescence

2. Subject to agreement by the Authority and the Contractor, the Authority may transfer responsibility for GOA support to the Contractor.

Installation and removal of existing GOA

3. Unless agreed with the Contractor the Authority will be responsible for the installation, setting to work, trials and removal of installed GOA, each time installation or removal is required. The Contractor shall be responsible for the installation and maintenance of the agreed Fit To Receive (FTR) arrangements.

Installation of New or Additional GOA

4. The installation of new or additional GOA into the vessels will be processed through a Post-Design Service (PDS) tasking instruction. The Authority shall be responsible for the timely provision of all interface information and all materials and services to enable installation of equipment by the Contractor.

5. The following information will be supplied for all GOA, and shall be made available in accordance with the detailed PDS tasking schedule:

- Dimensions
- Weight
- Seating requirements & installation instructions
- Power supply requirements
- Interfaces with other equipment
- Communications protocols
- Setting To Work instructions
- Test and trials requirements
- Support arrangements

6. Where necessary, the Contractor shall be responsible for agreeing the FTR Interface Specifications with equipment suppliers. The Authority, as the supplier of GOA, shall therefore be a party to such specifications, either directly or by sub-contracting the task to the equipment manufacturer.

GOA Operational Defects (OPDEF)

7. The Contractor shall not incur Service Credits for OPDEF's on GOA supported equipment if the defect is a direct result of a failure of GOA for which the Authority is responsible. Failure of any FTR interface shall be the responsibility of the Contractor.

Safety

8. The Authority shall be responsible for the safety aspects of all GOA, (including hardware and software), but excluding its integration into the ship systems, incorporated on a permanent or temporary basis into the vessel. It is the responsibility of the Authority to mitigate any identified hazards with the GOA and to judge whether an acceptable level of risk has been achieved.

9. The Contractor shall ensure the safe integration of all future GOA installations into the vessel and shall include this aspect of the design and operation within the Platform Safety Case.

10. The Authority will also provide representatives for attendance at hazard identification meetings and safety reviews as detailed in the Safety and Environmental Management Plan.

Government Issued Consumables

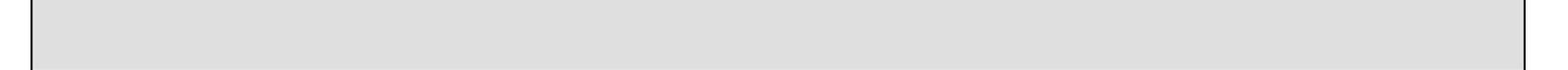
11. All fuels, greases, lubricating oil (where compatible with existing Naval inventory) and victuals required for the running of the vessels shall be provided by the Authority. The supply of lubricating oil (where compatible with existing Naval inventory) commences from Commencement of Service.

12. Compatibility of oils shall be agreed by the Contractor and the Authority using the following sources of information, as deemed necessary to provide confidence that the reliability of the equipment in question will not be prejudiced:

- Agreement with the equipment suppliers
- Review of the specification of supplier specified lubricants with those held in the Naval inventory
- Advice of lubricant suppliers
- Independent advice.

13. Wherever doubt remains, the decision on which lubricant shall be used shall remain with the agency with responsibility for the maintenance of the equipment. The Authority will not be held liable for any defects caused by the use of an Authority supplied lubricant in any equipment supported by the Contractor when that lubricant is correctly supplied against the relevant specification.

14. Ammunition and other consumables required for the demonstration and use of the weapons systems shall be provided by the Authority.



CSS/0122 SCHEDULE 19

TASK FORM

Task Identity Number:	SVHO/IPS*/mm/yy
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Ship Name:	
------------	--

PART A – AUTHORITY DESCRIPTION OF TASK:	
Planned installation completion date	
Raised by	<i>Name, Signature</i> <i>Position</i>
Date Raised	dd/mm/yyyy
Response Required by	dd/mm/yyyy

PART B – CONTRACTOR'S FIRM PRICE	
Breakdown:	
Summary:	
FIRM Price of Part B as detailed above: £	
Labour Hours Labour Rates Materials Sub-contractor Management Fee Profit	
The above referenced task shall be completed by: <i>Date</i>	
Validity of offer: <i>Date</i>	
Name:	Position:
Signature:	Date:

*Delete as appropriate

PART C: AUTHORITY TO PROCEED: Task Identity Number SVHO/IPS*/mm/yy

The Contractor is hereby authorised to proceed with the Task as detailed at Part A at the FIRM price and timescale offered at Part B to a total value of £_____. This task shall be completed by _____ and in accordance with the Terms and Conditions of Contract XXXX Dated XXXX

Project Officer:

Name: _____ Position: _____
Signature: _____ Date: _____

Finance Officer:

Name: _____ Position: _____
Signature: _____ Date: _____
UIN no: _____ RAC Code : _____
Vat Code: _____ LPC: _____

Commercial Officer:

Name: _____ Position: _____
Signature: _____ Date: _____

Authorising Officer:

Name: _____ Position: _____
Signature: _____ Date: _____