

- [REDACTED]
- 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 6.4.5 the chair of the arbitral tribunal shall be British;
 - 6.4.6 the arbitration proceedings shall take place in London and in the English language; and
 - 6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

- 7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
 - 7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
 - 7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CALL OFF SCHEDULE 13: VARIATION FORM

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

**Ministry of Defence
Army Commercial BFG Procurement Team
Catterick Barracks
Bielefeld
BFPO 39**

("the Customer")

and

[insert name of Supplier]

("the Supplier")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.

3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in



Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in
Capitals)

Address

[REDACTED]

CALL OFF SCHEDULE 14: NOT USED

CALL OFF SCHEDULE 15: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

1. INTRODUCTION

- 1.1 This Call Off Schedule 15 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Order Form and, if requested in the Order Form, shall apply to this Call Off Contract.

2. CLAUSES SELECTED

- 2.1 The Customer may, in the Order Form, request the following Alternative Clauses:
- 2.1.1 Scots Law (see paragraph 4.1 of this Call Off Schedule);
 - 2.1.2 Northern Ireland Law (see paragraph 4.2 of this Call Off Schedule);
 - 2.1.3 Non-Crown Bodies (see paragraph 4.3 of this Call Off Schedule);
 - 2.1.4 Non-FOIA Public Bodies (see paragraph 4.4 of this Call Off Schedule);
 - 2.1.5 Financial Limits (see paragraph 4.5 of this Call Off Schedule).
- 2.2 The Customer may, in the Order Form, request the following Additional Clauses should apply:
- 2.2.1 Security Measures (see paragraph 5.1 of this Call Off Schedule);
 - 2.2.2 NHS Additional Clauses (see paragraph 6.1 of this Call Off Schedule)
 - 2.2.3 MOD ("Ministry of Defence") Additional or Alternative Clauses (see paragraph 7 of this Call Off Schedule)

3. IMPLEMENTATION

- 3.1 The appropriate changes have been made in this Call Off Contract to implement the Alternative and/or Additional Clauses specified in paragraph 2.1 of this Call Off Schedule and the Additional Clauses specified in paragraphs 2.2 and 2.2.1 of this Call Off Schedule shall be deemed to be incorporated into this Call Off Contract.

4. ALTERNATIVE CLAUSES

4.1 SCOTS LAW

- 4.1.1 Law and Jurisdiction (Clause 56)
- (a) References to "England and Wales" in the original Clause 56 of this Call Off Contract (Law and Jurisdiction) shall be replaced with "Scotland".
 - (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1 (a) shall have the effect of substituting the equivalent Scots legislation.

4.2 NORTHERN IRELAND LAW

4.2.1 Law and Jurisdiction (Clause 56)

- (a) References to "England and Wales" in the original Clause 56 of this Call Off Contract (Law and Jurisdiction) shall be replaced with "Northern Ireland".
- (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1(a) shall have the effect of substituting the equivalent Northern Ireland legislation.

4.2.2 Insolvency Event

In Call Off Schedule 1 (Definitions), reference to "section 123 of the Insolvency Act 1986" in limb f) of the definition of Insolvency Event shall be replaced with "Article 103 of the Insolvency (NI) Order 1989".

4.3 NON-CROWN BODIES

Clause 45.3.1(a) of this Call Off Contract (Official Secrets Act and Finance Act) shall be deleted.

4.4 NON-FOIA PUBLIC BODIES

Replace Clause 34.5 of this Call Off Contract (Freedom of Information) with "The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA and EIR."

4.5 FINANCIAL LIMITS

In Clause 36.2.1(b)(i) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 36.2.1(b)(ii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 36.2.1(b)(iii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

5. ADDITIONAL CLAUSES: GENERAL

5.1 SECURITY MEASURES

- 5.1.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Form and the Call Off Terms:

"Document" includes specifications, plans, drawings, photographs and books;

"Secret Matter" means any matter connected with or arising out of the performance of this Call Off Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';

[REDACTED]

"**Servant**" where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

5.1.2 The following new Clause 58 shall apply:

58. SECURITY MEASURES

58.1. The Supplier shall not, either before or after the completion or termination of this Call Off Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:

58.1.1. without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;

58.1.2. disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that secret matters shall not be disclosed to that person;

58.1.3. without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or

58.1.4. disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Call Off Contract that such person shall have the information.

58.2. Without prejudice to the provisions of Clause 58.1, the Supplier shall, both before and after the completion or termination of this Call Off Contract, take all reasonable steps to ensure:

58.2.1. no such person as is mentioned in Clauses 58.1, 58.1.1 or 58.1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;

58.2.2. that no visitor to any premises in which there is any item to be supplied under this Call Off Contract or where Goods and/or Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;

58.2.3. that no photograph of any item to be supplied under this Call Off Contract or any portions of the Goods and/or Services shall be taken except insofar as may be necessary for the proper performance of this Call Off

[REDACTED]

Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;

- 58.2.4. that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
- 58.2.5. that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 58.2.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 58.3. The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 58 shall be final and conclusive.
- 58.4. If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.
- 58.5. If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Call Off Contract.
- 58.6. If, at any time either before or after the expiry or termination of this Call Off Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Call Off Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report

[REDACTED]

the matter to the Supplier with a statement of the facts as aforesaid.

- 58.7. The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 58.1 and 58.2 and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause 58 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 58.8. The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause 58, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
- 58.8.1. give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause 58 into operation in such cases and to such extent as the Customer may direct;
- 58.8.2. if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause 58, notify such breach forthwith to the Customer; and
- 58.8.3. if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 58.11.
- 58.9. The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of this Clause 58 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of

[REDACTED]

the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Call Off Contract or in which there is or will be any item to be supplied under this Call Off Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Call Off Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

58.10. Nothing in this Clause 58 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

58.11. If the Customer shall consider that any of the following events has occurred:

58.11.1. that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause 58; or

58.11.2. that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or

58.11.3. that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in 58.11.2, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information;

and shall also decide that the interests of the State require the termination of this Call Off Contract, the Customer may by notice in writing terminate this Call Off Contract forthwith.

58.12. A decision of the Customer to terminate this Call Off Contract in accordance with the provisions of Clause 58.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.

58.13. Supplier's notice

58.13.1. The Supplier may within five (5) Working Days of the termination of this Call Off Contract in accordance with the provisions of Clause 58.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 58.11,

[REDACTED]

58.11.1 or 58.11.2 and to give particulars of that event;
and

58.13.2. the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

58.14. Matters pursuant to termination

58.14.1. The termination of this Call Off Contract pursuant to Clause 58.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

58.14.2. The Supplier shall be entitled to be paid for any work or thing done under this Call Off Contract and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Call Off Contract if this Call Off Contract had not been terminated, or at a reasonable price;

58.14.3. The Customer may take over any work or thing done or made under this Call Off Contract (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause 58 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause; and

58.14.4. Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Call Off Contract

58.15. If, after notice of termination of this Call Off Contract pursuant to the provisions of 58.11:

58.15.1. the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 58.13.1; or

58.15.2. the Customer shall state in the statement and particulars detailed in Clause 58.13.2. that the event upon which

[REDACTED]

the Customer's decision to terminate this Call Off Contract was based is an event mentioned in Clause 58.11.3,

the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:

58.15.3. the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Call Off Contract under the provisions of Clause 58.11 and properly provided by or supplied to the Supplier for the performance of this Call Off Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;

58.15.4. the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;

58.15.5. the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Call Off Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract;

58.15.6. if hardship to the Supplier should arise from the operation of this Clause 58.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause shall be final and conclusive; and

subject to the operation of Clauses 58.15.3, 58.15.4, 58.15.5 and 58.15.6 termination of this Call Off Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

6. NHS ADDITIONAL CLAUSES

6.1 The following new Clause 59 shall apply:

59. CODING REQUIREMENTS

59.1. Unless otherwise confirmed and/or agreed by the Customer in writing and subject to Clause 59.2, the Supplier shall ensure comprehensive product information relating to each category of the Goods shall be placed by the Supplier into a GS1 certified data pool within the following timescales:

59.1.1. Prior to or on the Commencement Date, in relation to all categories of Goods to be provided as part of the Call Off Contract as at the Commencement Date; or

59.1.2. Where further categories of Goods are to be supplied in accordance with any Variation, prior to or on the date of implementation of such Variation.

59.2. Where it is not practical for whatever reason for the Supplier to comply with its obligations under Clause 59.1 within the timescales stated, the Supplier shall provide an implementation plan and suggested timetable within which the Supplier shall achieve such compliance. The implementation plan and suggested timetable must be submitted by the Supplier for agreement by the Customer prior to the first Delivery of relevant Goods under the Call Off Contract (such agreement not to be unreasonably withheld or delayed). Any failure by the Parties to agree such a timetable and implementation plan shall be referred to and resolved in accordance with Call Off Schedule 12: Dispute Resolution Procedure. Once a timetable and implementation plan have been agreed by the Customer, the Supplier shall comply with such timetable and plan as a condition of this Call Off Contract.

59.3. Once product information relating to the Goods is placed by the Supplier into a GS1 certified data pool, the Supplier shall, during the Call Off Contract Period, keep such information updated with any changes to the product data relating to the Goods.

7. MOD ADDITIONAL CLAUSES

The definition of Call Off Contract in Call Off Schedule 1 (Definitions) to the Call Off Terms shall be replaced with the following:

7.1.1 "Call Off Contract" means this written agreement between the Customer and the Supplier consisting of the Order Form and the Call Off Terms and the MoD Terms and Conditions.

7.2 The following definitions shall be inserted into in Call Off Schedule 1 (Definitions) to the Call Off Terms:

7.3 "MoD Terms and Conditions" means the contractual terms and conditions listed in Schedule [...] which form part of the Call Off Terms

- [REDACTED]
- 7.3.1 **"Site"** shall include any of Her Majesty's Ships or Vessels and Service Stations.
 - 7.3.2 **"Officer in charge"** shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.
 - 7.4 The following clauses shall be inserted into Clause 2 of this Call Off Contract (Due Diligence):
 - 7.5 The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all due diligence questions in relation to those documents with the Customer prior to the Commencement Date.
 - 7.5.1 Where required by the Customer, the Supplier shall take such actions as are necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier.
 - 7.6 The following new Clause 60 shall apply:

60. ACCESS TO MOD SITES

60.1. In this Clause 60:

- 60.1.1. The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Customer and shall be surrendered on demand or on completion of the supply of the Goods and/or Services.
- 60.1.2. The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 60.1.3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Call Off Contract where so asked by the Supplier. When sleeping accommodation and messing facilities

[REDACTED]

are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Call Off Contract.

- 60.1.4. Where the Supplier's representatives are required by this Call Off Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Call Off Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Call Off Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 60.1.5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 60.1.6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 60.1.7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for

dependants or members of families on repayment at current Ministry of Defence rates.

- 60.1.8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.

7.7 The following new Call Off Schedule 16 shall apply:

CALL OFF SCHEDULE 16: MOD DEFCONS AND DEFFORMS

The following MOD DEFCONS and DEFFORMs form part of this Call Off Contract:

DEFCONS

DEFCON No	Version	Description
76	Edn 12/06	Contractor's Personnel at Government Establishments
522	Edn 11/17	Payment and Recovery of Sums Due
531	Edn 11/14	Disclosure of Information
660	Edn 12/15	Official-Sensitive Security Requirements
697	Edn 07/13	Contractors on Deployed Operations

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
702	Edn 08/07	Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality.
539A	Edn 08/13	Tenderer's Commercially Sensitive Information Form.

DEFCON 76 (Edn 12/06) – Contractor's Personnel at Government Establishments

Definitions

1. Reference in this Condition to:

- a) 'Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;
- b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
- c) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:

- a) The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
- b) Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.
- c) The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to him prior to entering into the Contract.

Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of DEFCON 611 (Issued Property) and of DEFCON 612 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of his

[REDACTED]

Representatives, arising from his or their presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within his or their reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

Contractor's Property

5. All property of the Contractor and his Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

a) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and

b) where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of those of his Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:

a) was not born in the United Kingdom; or

b) if he was born in the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct himself, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance Of Regulations

10. The following provisions apply:

a) The Contractor shall ensure that his Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.

b) Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for his Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, he shall apply in the first instance to the Project Manager/Equipment Support Manager.

[REDACTED]

c) On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.

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

e) 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.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes his Representatives to accompany materiel for installation which he is to arrange to be delivered, the Contractor shall make his own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of his Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to his Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

- a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
 - i. any health and safety hazards associated with the work to be performed by him or any of his Representatives;
 - ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - iii. any precautions to be taken by him as well as any precautions which, in his opinion, ought to be taken by the Authority, in order to control such risks.
- b) The Authority shall notify the Contractor of:
 - i. any health and safety hazards which may be encountered by the Contractor or any of his Representatives on the Government Establishment;
 - ii. any foreseeable risks to the health and safety of the Contractor or any of his Representatives, associated with such hazards; and
 - iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.
- c) The Contractor shall notify his Representatives of and, where appropriate, provide adequate instruction in relation to:
 - i. the hazards, risks and precautions notified by him to the Authority under sub-Clause 16.a);
 - ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause 16.b); and
 - iii. the precautions which, in his opinion, ought to be taken by his Representatives in order to control those risks.
- d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:
 - i. copies of those sections of his own and, where appropriate, his Representatives' Safety Policies which are relevant to the risks notified under sub-Clause 16.a);
 - ii. copies of any related risk assessments;and
 - iii. copies of any notifications and instructions issued by him to his Representatives under sub-Clause 16.c).
- e) The Authority shall provide the Contractor with:
 - i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);
 - ii. copies of any related risk assessments;and
 - iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c).

DEFCON 522 (Edn 11/17) – Payment and Recovery of Sums Due

1. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
2. Where the Contractor submits an invoice to the Authority in accordance with clause 1, the Authority will consider and verify that invoice in a timely fashion.
3. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
4. Where the Authority fails to comply with clause 2 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 3 after a reasonable time has passed.
5. The approval for payment of a valid and undisputed claim for payment by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
6. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

DEFCON 531 (Edn 11/14) - Disclosure of Information

1. 'Information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.
2. Subject to Clauses 5 to 9 each party:
 - a) shall treat in confidence all Information it receives from the other;
 - b) shall not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - c) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - d) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
3. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

[REDACTED]

is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract; and

is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.

4. The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 2 and 3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

5. Clauses 2 and 3 shall not apply to any Information to the extent that either party:

a) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

b) has the right to use or disclose the Information in accordance with other conditions of the Contract; or

c) can show:

i. that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties;

ii. that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;

iii. that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or

iv. from its records that the same information was derived independently of that received under or in connection with the Contract; provided the relationship to any other Information is not revealed.

6. Neither party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.

7. The Authority may disclose the Information:

a) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

[REDACTED]

d) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in DEFCON 501 (including benchmarking organisation) for any purpose relating to or connected with this Contract;

e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

f) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

g) and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this DEFCON.

8. Before sharing any Information in accordance with clause 7 above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.

9. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at law.

10. Nothing in this Condition shall affect the parties' obligations of confidentiality where information is disclosed orally in confidence

DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements

1. In this condition "Information" means information recorded in any form disclosed or created in connection with the Contract.

2. The Contractor shall protect all Information relating to the aspects designated OFFICIAL-SENSITIVE as identified in the security aspects letter annexed to the Contract, in accordance with the official security conditions contained in the contract or annexed to the Security Aspects Letter.

3. The Contractor shall include the requirements and obligations set out in clause 2 in any sub-contract placed in connection with or for the purposes of the Contract which requires disclosure of OFFICIAL-SENSITIVE Information to the subcontractor or under which any Information relating to aspects designated as OFFICIAL-SENSITIVE is created by the subcontractor. The Contractor shall also include in the sub-contract a requirement for the subcontractor to flow the requirements of this clause to its subcontractors and through all levels of the supply chain to the lowest level where any OFFICIAL-SENSITIVE Information is handled.

DEFCON 697 (Edn 07/13) – Contractors on Deployed Operations

General

1. This Condition and Defence Standard (Def Stan) 05-129 (Issue 5) shall become effective when a requirement under the Contract requires the Contractor or its Subcontractors or both, to Deploy to undertake tasks at Expected Work Locations in a CONDO Applicable Area (CAA) identified in CONDO Form 2.
2. If there is any conflict between the terms of this Condition and Def Stan 05-129 (Issue 5), the terms of this Condition shall prevail.
3. The terms of Clauses 13, 14 and 15 of this Condition shall take precedence over Clause 2 of DEFCON 76. The terms of Clauses 19, 20 and 21 of this Condition shall take precedence over Clause 12 of DEFCON 76. The terms of Clauses 22, 23 and 40 of this Condition shall take precedence over Clause 11 of DEFCON 76.

Definitions and Interpretation

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

- a) "Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Contract;
- b) "Authority to Deploy" means the Authority's formal written authority for the Contractor to Deploy;
- c) "CAA" means a CONDO Applicable Area, being an OA or any other specific area identified by the Authority as CONDO applicable.
- d) "Contractor's Employees" means those employees of the Contractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed in connection with the performance of the Contract;
- e) "CONDO" means Contractors on Deployed Operations, being contractors providing Articles or Services or both outside the British Isles within a CAA as part of the civilian component supporting UK armed forces;
- f) "Deploy" means bringing the Contractor, the Contractor's Employees, its Subcontractors and the Subcontractor's Employees under the administration and control of the Authority, which will take place:
 - i) on entering a Government Establishment for transit to the CAA; or
 - ii) on entering the CAA at the nominated entry point; or
 - iii) on reporting to the Representative of the Authority when already in the CAA,

and "Deployed" shall be construed accordingly;

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

h) "Expected Work Locations" means the locations in the CAA specified in the Contract.

i) "Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the Contractor, the Contractor's Employees, its Subcontractors, the Subcontractor's Employees and LRWs specified in the Contract.

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

[REDACTED]

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

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

m) "Operations" means any military action or the carrying out of any strategic, operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvre needed to gain the objectives of any battle or campaign;

n) "OSI" means Operation Specific Information, being information specific to the CAA;

o) "PJOB" means a Permanent Joint Operating Base;

p) "Representative of the Authority" has the meaning given to it in DEFCON 501;

q) "Subcontract" means any subcontract entered into by the Contractor or, where appropriate, by a Subcontractor, which requires a Subcontractor to Deploy to the CAA in connection with the performance of the Contract;

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

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

t) "TCN" means third country national, being an individual who is not a UK national.

5. In this Condition the term "procure" shall be interpreted as requiring the Contractor to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the Contractor shall remain responsible to the Authority to the full extent of its obligation in relation to that event or outcome if that event or occurrence does not occur.

Authority to Deploy

6. The Contractor shall not and shall procure that the Contractor's Employees, its Subcontractors and the Subcontractor's Employees do not move into or within the CAA in connection with the performance of the Contract until the Contractor has:

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

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

c) confirmed that the Contractor's Employees and Subcontractor's Employees have completed the CONDO related training specified by the Authority;

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

e) provided the Authority with Form T-SL-DES01, completed as provided in Def Stan 05-129 (Issue 5), and, on the receipt by the Contractor of a signed Form T-SL-DES01, confirmed that it has notified the Contractor's Employees and Subcontractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;

[REDACTED]

f) received confirmation that the Contractor's Employees and Subcontractor's Employees have been security cleared to the levels stated in the Contract for the particular tasks;

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

h) confirmed that it has undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport, which support the Deployment.

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

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

a) withhold or withdraw Authority to Deploy;

b) move or require the removal of the Contractor or a Subcontractor from its current location to a location determined to be appropriate by the Authority in discharging its responsibility under Clause 50;

c) move or require the removal of any of the Contractor's Employees, Subcontractors' Employees or LRWs from their current location to a location determined to be appropriate by the Authority in discharging its responsibility under Clause 50 or in response to the Contractor's Employees, Subcontractor's Employees, or LRWs not acting in accordance with Clause 31. The Contractor shall, as soon as reasonably practicable, move or remove any Contractor's Employee, Subcontractor's Employee or LRW whom the Authority requires to be moved or removed.

8. Where practicable and subject to operational constraints, the Authority shall inform the Contractor of its intentions prior to moving the Contractor's Employees, the Subcontractor's Employees and LRWs in accordance with Clause 7. Where the Authority moves the Contractor's Employees, the Subcontractor's Employees and LRWs in accordance with Clause 7 without informing the Contractor, the Authority shall, as soon as reasonably practicable within operational constraints, notify the Contractor of the location to which the Contractor's Employees, the Subcontractor's Employees and LRWs have been moved.

9. The Authority shall not be obliged to give reasons for taking any action in accordance with Clause 7 but may, in its sole discretion, indicate its reasons.

10. Notwithstanding the provisions of Clause 9, in the event that the Contractor is involved in any employment claim or dispute arising in connection with any action taken by the Authority under Clause 7, the Authority shall, where reasonably practicable, provide to the Contractor any relevant information that the Contractor may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Authority.

The Authority's right to move between Expected Work Locations

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

[REDACTED]

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

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

Provision of Life Support Facilities

13. The Contractor shall provide living accommodation, laundry facilities, feeding, potable water, transport and fuel for the Contractor's Employees unless otherwise agreed with the Authority in the Contract.

14. The Authority shall provide, where available, access for the Contractor's Employees and Subcontractor's Employees to any existing facilities for personal welfare, communications, entertainment and recreation, which are provided for the use of military personnel, unless otherwise agreed with the Contractor in the Contract.

15. The Contractor shall pay any specified charges for the use of the facilities specified in Clauses 13 and 14.

16. The Authority may, at its discretion, provide chaplaincy services to the Contractor's Employees and Subcontractor's Employees without charge where such services are available.

17. The Authority shall provide an operational specific medical warning notice(s) to the Contractor prior to the Contractor, the Contractor's Employees, its Subcontractors and the Subcontractor's Employees being Deployed, providing, where appropriate, information supplementing that provided by the Foreign and Commonwealth Office, on medical issues specific to the CAA.

18. The Contractor shall ensure that the Contractor's Employees, and shall procure that the Subcontractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned, including, taking into account any notices issued under Clause 17, being appropriately immunised.

19. Unless otherwise specified by the Authority in the Contract and where medical facilities exist, the Authority shall provide to the Contractor's Employees and Subcontractor's Employees, free of charge, medical treatment and emergency dental treatment, equivalent to that provided to military personnel whilst Deployed.

20. Where the Contractor's Employees or Sub Contractor's Employees have been Deployed in breach of Clause 18 the Authority reserves the right to:

a) charge the Contractor reasonable and proper charges for the provision of medical or dental treatment; or

b) move or require the removal of any such Contractor's Employees or Subcontractor's Employees following the exercise of its right under Clause 7.a).

21. The Authority shall provide, free of charge, first-aid treatment to LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations, in support of the Contract.

22. With regard to medical evacuation:

a) the Contractor shall be responsible for the medical evacuation of both the Contractor's Employees and Subcontractor's Employees unless otherwise notified by the Authority;

[REDACTED]

b) where it is not safe or practicable for the Contractor to discharge its responsibilities under Clause 22.a), the Authority shall, where reasonably practicable, move Contractor's Employees and Subcontractor's Employees to a safe area from which the Contractor is able to take over the medical evacuation of the Contractor's Employees or Subcontractor's Employees, on either a repayment basis or, at the Authority's discretion, free of charge.

23. With regard to repatriation:

a) the Contractor shall be responsible for the repatriation of deceased Contractor's Employees and deceased Subcontractor's Employees unless otherwise notified by the Authority;

b) where it is not safe or practicable for the Contractor to discharge his responsibilities under Clause 23.a), the Authority shall, where reasonably practicable, move deceased Contractor's Employees and deceased Subcontractor's Employees to a safe area from which the Contractor is able to take over the repatriation of deceased Contractor's Employees and deceased Subcontractor's Employees, on either a repayment basis or, at the Authority's discretion, free of charge.

24. The Authority may provide, at its discretion, subject to compliance with the processes set out in Def Stan 05-129 (Issue 5), personal cheque encashment facilities to those of the Contractor's Employees and Subcontractor's Employees who are Deployed, but not to LRWs, where such facilities are available to military personnel.

The Contractor's Obligations

Risk Assessments

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

26. Where:

a) the Contractor's risk assessment demonstrates that the safety environment at an Expected Work Location within the CAA or in respect of the Expected Modes of Transport to and between the Expected Work Locations provides justification either not to Deploy the Contractor's Employees and Subcontractor's Employees or to withdraw the Contractor's Employees, Subcontractor's Employees and LRWs from an existing Deployment; or

b) the Contractor does not have sufficient information to undertake a proper risk assessment;

the Contractor may decline to provide personnel for a task or withdraw them from an existing Deployment in accordance with Clause 27.

Right to Withdraw

27. If the Contractor's risk assessment demonstrates the circumstances set out in Clause 26.a), or the Contractor does not have sufficient information to undertake a proper risk assessment in accordance with Clause 26.b):

a) the Contractor shall inform the Authority at the earliest opportunity;

b) whilst the Contractor is considering whether or not to Deploy the Contractor's Employees and Subcontractor's Employees, or to withdraw the Contractor's Employees, Subcontractor's Employees and LRWs, the Contractor shall keep the Authority informed of the Contractor's intentions by means of regular updates;

c) the Contractor shall consult with the Authority to ensure that there is an informed exchange of information and to discuss the Contractor's concerns.

The Contractor shall consider as part of its ongoing risk assessment any additional information provided by the Authority which may become available. If the Authority considers that any withdrawal required by the Contractor cannot be carried out safely, the Authority will inform the Contractor at the earliest opportunity;

[REDACTED]

d) if, following such consultation, discussion and further consideration, the Contractor decides that the safety environment is such that the Contractor's Employees and Subcontractor's Employees will not be Deployed or the Contractor's Employees, Subcontractor's Employees and LRWs will be withdrawn, the Contractor shall notify the Authority of its decision without delay.

Personnel

28. The Contractor shall provide to the Authority all information necessary for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and shall provide to the Authority duly completed CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in Def Stan 05-129 (Issue 5)) no later than 48 hours prior to the Contractor being Deployed.

29. The Contractor shall provide to the Authority a duly completed CONDO Form 3 (as provided in Def Stan 05-129 (Issue 5)) by the fifth day of each month once Deployed and shall keep an accurate record of the details provided to the Authority.

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

Conduct

31. The Contractor shall require the Contractor's Employees, Subcontractor's Employees and LRWs to act in a responsible manner and shall require the Contractor's Employees, Subcontractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.

32. The Contractor shall, as far as it is able and based on the information available to it:

a) inform the Contractor's Employees and procure that the Subcontractor informs the Subcontractor's Employees, prior to them being Deployed, of their status whilst they are Deployed;

b) inform the Contractor's LRWs and procure that the Subcontractor informs the Subcontractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract;

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

33. The Contractor shall ensure that the Contractor's Employees, and shall procure that the Subcontractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their co-operation in relation to any such search.

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

35. The Contractor shall ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees and LRWs report to the Authority's nominated briefing centre as specified by the Authority for operational briefings as required by the Authority.

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

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

Clothing, Equipment and Transport

38. The Contractor shall, during the Deployment, ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees and LRWs have appropriate equipment and clothing for the climate and the tasks which the Contractor is contracted to undertake.

39. The Contractor shall ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The Contractor shall ensure that the Contractor's Employees and shall procure that the Subcontractor's Employees avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the Contractor by the Authority for the purposes of the Contract or as otherwise directed by the Local Military Commander.

40. The Contractor shall be responsible for the provision of transportation for the Contractor's Employees, Subcontractor's Employees and LRWs and their equipment to, from and within the CAA. Where the provision of such transportation by the Contractor is not commercially available or cost effective, the Authority may in its sole discretion, where reasonably practicable, offer assistance at a price to be agreed on a repayment basis, or at the Authority's discretion, free of charge.

41. Where the Authority has moved the Contractor's Employees, Subcontractor's Employees and LRWs:

a) under Clause 7 in discharging its responsibility under Clause 50 (but not where it has moved the Contractor's Employees, Subcontractor's Employees and LRWs as a result of them not acting in accordance with Clauses 18 or 31); or

b) under Clauses 11 or 12;

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

Health and Safety

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

ID cards

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

44. The Contractor shall inform the Contractor's Employees and Subcontractor's Employees that the Authority will issue to the Contractor the appropriate MOD identity card or TCN card for each of them.

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

46. The Contractor shall identify those of the Contractor's Employees, Subcontractor's Employees and LRWs who are to be employed solely on medical, dental or spiritual welfare

services to enable the Authority to issue separate identity cards and "Red Cross armlets" for those Contractor's Employees, Subcontractor's Employees and LRWs.

47. The Contractor shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Contractor's Employees, Subcontractor's Employees and LRWs and shall require the Contractor's Employees to wear and shall procure that the Subcontractor's Employees and LRWs wear those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Contractor shall inform the Contractor's Employees, Subcontractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Authority under Clause 7.

Training

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

Public Relations

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

The Authority's Responsibilities

50. The Authority shall afford appropriate protection commensurate with the threat for the Contractor's Employees and Subcontractor's Employees and the Contractor's and Subcontractor's property whilst Deployed and for LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract and take such steps as are reasonable to ensure their safety, including, if necessary, removing or evacuating them from the area under threat.

51. The Authority shall, where appropriate, issue to the Contractor personal protective equipment of a non-primary work related nature for the use of Contractor's Employees, Subcontractor's Employees and LRWs and provide instruction in the use of any such personal protective equipment.

52. The Authority shall, prior to the Contractor being Deployed and during the Deployment, provide the Contractor with appropriate OSI relevant to the Deployment, including the types of information identified within Def Stan 05-129 (Issue 5).

53. The Authority shall in accordance with Def Stan 05-129 (Issue 5) and prior to the Contractor being Deployed, issue:

- a) a MoD Contractors Defence Identity Card for each of the Contractor's Employees and Subcontractor's Employees, who are UK nationals, except those identified under Clause 53.b), where an application has been correctly submitted and proof of appropriate security clearance has been provided.

- b) a MoD Fident 106 identity card and a "Red Cross armlet" for each of the Contractor's Employees and Subcontractor's Employees who are identified by the Contractor as being solely employed on medical, dental or spiritual welfare services.

- c) a TCN card – for each of the Contractor's Employees and Subcontractor's Employees who are third country nationals where an application has been correctly submitted.

54. The Authority shall, subject to military regulations, issue:

- a) an appropriate day security pass to each LRW, except those identified under Clause 54.b), under the arrangements of the Local Military Commander;

- b) a MoD Fident 107 identity card and a "Red Cross armlet" to each LRW who is identified by the Contractor as being solely engaged on medical, dental or spiritual welfare services, under the arrangements of the Local Military Commander;

c) an appropriate security pass to each TCN under the arrangements of the Local Military Commander.

55. The Authority shall provide at the Authority's nominated briefing centre appropriate operational briefings free of charge to the Contractor's Employees, Subcontractor's Employees and LRWs as part of the initial reception process and thereafter as necessary.

56. The Authority shall make the Local Military Commander's orders, instructions, regulations and procedures available to the Contractor's representative in the CAA in such a manner as to facilitate compliance by the Contractor with its obligations in particular under Clauses 31, 36 and 45.

57. If the Authority becomes aware of any of the circumstances mentioned in Clause 30, where the Authority believes that the Contractor is not already so aware, the Authority shall advise the Contractor accordingly.

Subcontracts

58. If the Contractor enters into any Subcontract, the Contractor shall incorporate into any such Subcontract the terms set out in the Appendix to this Condition.

59. The Authority may enforce against a Subcontractor any provision conferring a benefit on the Authority contained in the Appendix to this Condition as incorporated into any Subcontract and neither the Contractor nor any Subcontractor shall be entitled to exclude such right of the Authority.

60. Subject always to the Subcontractor complying with the terms of the Appendix to this Condition, any Subcontractor having the Appendix to this Condition incorporated into its Subcontract may enforce against the Authority any provision of this Condition conferring a benefit upon it, and neither the Authority nor the Contractor shall be entitled to exclude such right of any such Subcontractor.

Performance of the Contract

Clauses 7 or 36 of this Condition, or the Contractor withdraws the Contractor's Employees, Subcontractor's Employees and LRWs in accordance with Clauses 26 and 27, the Contractor may be unable to perform certain or all of its obligations under the Contract in accordance with its terms, either in the manner or at the time intended or at all. Subject to Clause 62, to the extent that it can be established that the exercise of the Authority's rights under Clauses 7 or 36, or the withdrawal of the Contractor's Employees, Subcontractor's Employees and LRWs in accordance with Clauses 26 and 27 has directly caused:

- a) the Contractor's non-performance of an obligation under the Contract; or
- b) the Contractor's delay in performing an obligation under the Contract; or
- c) a change in the Contractor's costs of performing its obligations under the Contract which is attributable to the exercise of those rights by the Authority or the withdrawal of the Contractor's Employees, Subcontractor's Employees and LRWs; the Contractor shall be entitled to submit a claim:

- i. for relief from performing that obligation;
- ii. to delay its performance of that obligation;

- iii. for a corresponding adjustment to the Contract in relation to price or delivery.

62. Notwithstanding the provisions of Clause 61, the Contractor shall not be entitled to be granted relief from performing an obligation under the Contract, or to delay its performance of an obligation, or to a corresponding adjustment to the Contract in relation to price or delivery, where and to the extent that the Contractor:

- a) failed to comply with its obligations under Clauses 6, 18, 25, 31, 33, 34, 35, 36, 37, 38, 39, 42, 47 and 48 of this Condition and such failure gave rise to the exercise by the Authority of its rights under Clauses 7 or 36; or
- b) invalidly exercised its right to withdraw under Clauses 26 and 27.

Appendix to DEFCON 697
Condition to be included in relevant subcontracts

"Definitions and Interpretation

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

- a) "Agreement" means this subcontract;
- b) "Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Contract, this Agreement and any Subcontract;
- c) "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- d) "Authority to Deploy" means the Authority's formal written authority for the Contractor to Deploy;
- e) "CAA" means a CONDO Applicable Area, being an OA or a specific area identified by the Authority as CONDO applicable.
- f) "CONDO" means Contractors on Deployed Operations, being contractors providing Articles or Services or both outside the British Isles within an CAA as part of the civilian component supporting UK armed forces;
- g) "Contract" means Contract No [*insert MOD Contract No*] between the Authority and the Contractor;
- h) "Contractor" means [*insert name of prime contractor*];
- i) "Deploy" means bringing the Contractor, the Contractor's Employees, its Subcontractors and the Subcontractor's Employees under the administration and control of the Authority, which, for the avoidance of doubt, includes the Second Party and the Second Party's Employees, and which will take place:
 - i) on entering a Government Establishment for transit to the CAA; or
 - ii) on entering the CAA at the nominated entry point; or
 - iii) on reporting to the Representative of the Authority when already in the CAA,
- and "Deployed" shall be construed accordingly;
- j) "Deployment" means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services Authority's Def Stan 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;
- k) "Expected Work Locations" means the locations in the CAA specified in the Contract, this Agreement and any Subcontract;
- l) "Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the Contractor, the Contractor's Employees, its Subcontractors, the Subcontractor's Employees and LRWs, which, for the avoidance of doubt, includes the Second Party, the Second Party's Employees and LRWs, specified in the Contract, this Agreement and any Subcontract;
- m) "First Party" means [*insert name of purchaser, i.e. the legal entity that is placing the Agreement on the supplier*];
- n) "Government Establishment" means all Government sites including Headquarters Buildings, Her Majesty's Ships or Vessels or Service Stations;
- o) "Local Military Commander" means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this Condition shall be a Representative of the Authority;
- p) "LRWs" means Locally Recruited Workers, being workers who are engaged by the Second Party or by its Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;
- q) "OA" means an Operations Area, being an area of land, sea and airspace outside the British Isles, but excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances, defined by the Authority and in which a

[REDACTED]

joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;

r) "PJOB" means a Permanent Joint Operating Base;
"Representative of the Authority" has the meaning given to it in DEFCON 501;

s) "Second Party" means *[insert name of supplier]*;

t) "Second Party's Employees" means those employees of the Second Party, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;

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

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

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

x) "TCN" means third country national, being an individual who is not a UK national.

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

Subcontracts

3. If the Second Party enters into any Subcontract, the Second Party shall incorporate into any such Subcontract the terms set out in this Condition.

4. The Authority may enforce against the Second Party any provision conferring a benefit on the Authority contained in Clauses 1 – 31 of this Condition and neither the First Party nor the Second Party shall be entitled to exclude such right of the Authority.

5. Subject always to the Second Party complying with the terms of Clauses 1 – 31 of this Condition, the Second Party may enforce against the Authority any provision of DEFCON 697 of the Contract conferring a benefit upon Subcontractors and neither the Authority nor the First Party shall be entitled to exclude such right of the Second Party.

Authority to Deploy

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

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

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

c) confirmed that the Second Party's Employees and the Subcontractors' Employees have completed the CONDO related training specified by the Authority;

[REDACTED]

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

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

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

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

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

i) confirmed that the Contractor has undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport, which support the Deployment;

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

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

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

a) withhold or withdraw Authority to Deploy;

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

c) move or require the removal of any of the Second Party's Employees, its Subcontractors' Employees or LRWs from their current location to a location determined to be appropriate by the Authority in providing protection or in response to the Second Party's Employees, its Subcontractors' Employees or LRWs not acting in accordance with Clause 17. The Second Party shall, as soon as reasonably practicable, move or remove any Second Party's Employee, Subcontractors' Employee or LRW whom the Authority requires to be moved or removed.

8. Where practicable and subject to operational constraints, the Authority shall inform the Contractor of its intentions prior to moving the Second Party's Employees, the Subcontractor's Employees and LRWs in accordance with Clause 7. Where the Authority moves the Second Party's Employees, Subcontractor's Employees and LRWs in accordance with Clause 7 without informing the Contractor, the Authority shall, as soon as reasonably practicable within operational constraints, notify the Contractor of the location to which the Second Party's Employees, the Subcontractor's Employees and LRWs have been moved.

9. The Authority shall not be obliged to give reasons for taking any action in accordance with Clause 7 but may, in its sole discretion, indicate its reasons.

10. Notwithstanding the provisions of Clause 9, in the event that the Second Party is involved in any employment claim or dispute arising in connection with any action taken by the Authority under Clause 7, the Authority shall, where reasonably practicable, provide to the Contractor, the First Party or the Second Party as appropriate any relevant information that the Second Party may reasonably request for the purpose of addressing any such claim or dispute, except any such

[REDACTED]

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

The Authority's right to move between Expected Work Locations

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

The First Party's Obligations

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

The Second Party's Obligations

Personnel

13. The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned including, taking into account any notices issued under Clause 12, being appropriately immunised.

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

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

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

Conduct

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

18. The Second Party shall, as far as it is able and based on the information available to it:

[REDACTED]

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

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

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

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

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

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

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

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

Clothing, Equipment and Transport

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

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

Health and Safety

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



ID Cards

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

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

29. The Second Party shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Second Party's Employees, its Subcontractor's Employees and LRWs and shall require the Second Party's Employees to wear, and shall procure that its Subcontractor's Employees and LRWs wear, those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Second Party shall inform the Second Party's Employees, its Subcontractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Authority under Clause 7.

Training

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

Public Relations

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

ANNEX 1 TO CALL OFF SCHEDULE 16

DEFFORM 539A
Edn 08/13

Tenderer's Commercially Sensitive Information Form

ITT Ref No.
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of Sensitive Information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: [REDACTED] Head of Risk, Audit and Compliance Link Up House Ring Road Lower Wortley LEEDS LS12 6AB [REDACTED]

[REDACTED]

ANNEX 2 TO CALL OFF SCHEDULE 16

DEFFORM 702

(Edn 08/07)

Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.
3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their

[REDACTED]

proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored and access is controlled in accordance with my Employer's rules concerning third party confidential information.

4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:

