



Ministry
of Defence

de&s

DEFENCE EQUIPMENT & SUPPORT

DFAP/0012

SHIP BROKERAGE SUPPORT



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DFAP/0012 – SHIP BROKERAGE SUPPORT

THIS CONTRACT dated in accordance with the Framework Commencement Date is BETWEEN:

- (1) The Secretary of State for Defence (the “Authority”); and
- (2) The Contractor Braemar ACM Shipbroking Limited

Background

The Authority placed a contract notice on 9 November 2017 in the Defence Contracts Online seeking expressions of interest, from potential providers for Ship Brokerage Support under a Single Contractor Framework Agreement. Following the receipt of expressions of Interest an Invitation To Tender was issued to potential providers (including the Contractor) on 15 December 2018 to tender for the provision of Ship Brokerage Support to the Authority.

On the basis of the Contractor's Tender, the Authority selected the Contractor to enter into a Framework Agreement to provide Ship Brokerage Support to the Authority under the terms of this Framework Agreement.

This Framework Agreement sets out the procedure for Ship Brokerage Support, the main Terms and Conditions, and the obligations of the Contractor under this Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

In addition to the definitions stated in DEFCON 501 and DEFCON 630 the following definitions shall apply to this Framework Agreement:

“Ad-Hoc Tasks” – means the occasional task the contractor may be required to provide to the Authority defined pieces of work, including but not limited to compiling market analysis reports, relevant shipping sector reports or forecasting reports that are specific to the Authority's Chartering requirements. Ad-Hoc Tasks will be notified to the Contractor via a Tasking Form as detailed at Annex B.

“Authority” means the Ministry of Defence (MOD), acting as part of the Crown on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, or it's Managing Agent.

“Authority Requirement” means a requirement that the Authority has for ship chartering which is notified to the Contractor via a Tasking Form.

“Commercial Officer/Manager” means the person identified at Box 1 of Appendix to Framework Agreement, or authorised representative, who will be notified appropriately.

“Contractor” means the firm, company or organisation with whom the Authority enters into the Framework Agreement.

“Contractor's Group” means, in relation to the Framework Contractor, any holding company or subsidiary of the Framework Contractor or any subsidiary or such holding

company, and “holding company” and “subsidiary” shall have the meaning given to them in Section 1159 of the Companies Act 2006.

“Controlled Information” shall mean any information in any written or tangible form which is disclosed to the Contractor and/or to any employee of the Contractor, by or on behalf of the Authority under or in connection with the Framework Agreement, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

“DEFCON” means a Defence Framework Agreement Condition stipulated by the Authority. The Authority imposes its own terms and conditions, which have been negotiated and agreed by Industry. The Conditions will be issued as part of the Framework Agreement, and will apply as relevant to each of the delivery requirements.

“DEFFORM 10” is a form which is issued with an Offer of Framework Agreement. If the Offer of Framework Agreement is accepted, the form should be completed by the Framework Contractor, signed, dated and forwarded to the Commercial Section. No Framework Agreement will come into being until the DEFFORM 10 is received by the Commercial Officer shown at Box 1 of Appendix to Framework Agreement within the specified timescales.

“DEFFORM 10b” is a form which is issued with an amendment to an individual Framework Agreement. The return of this form signifies acceptance of an amendment to the Framework Agreement. The form must be filled out appropriately by the Framework Contractor, signed, dated, and forwarded to the Authority's Commercial Section, shown at Box 1 of Appendix to Framework Agreement within the specified timescale. The amendment will not come into force until the DEFFORM 10b is received by the Commercial Officer.

“Employee” means any person employed by the Framework Contractor including, but not limited to, the Contractor's servants, agents, suppliers and sub-Framework Contractors.

“Framework Agreement Number” means the reference number of this Framework Agreement awarded to the Contractor (DFAP/0012).

“Framework Agreement Commencement Date” means the date on which this Framework Agreement is signed by both Parties.

“Potential Provider” means the ship owner/s that compete via the Contractor for the Authority's requirements.

“Staff” means any person employed by the Framework Contractor to perform its obligations under the Framework Agreement together with the Framework Contractor's servants, agents, suppliers and sub-Framework Contractors used in the performance of its obligations under the Framework Agreement.

“Task” means a requirement that the Authority for ship chartering which is notified to the Contractor via a Tasking Form. A task could be a requirement for chartering a ship or a request for the provision of advice, guidance, market analysis reports, relevant shipping sector reports, forecasting reports (this list is not exhaustive).

“Tasking Form” means the form at Annex B that will be submitted to the Contractor notifying him of a Task.

“Travel and Subsistence” means the most economically advantageous form of travelling to be paid on receipted costs up to a maximum ceiling limit as detailed at Annex D.

2. DEFENCE CONDITIONS

DECON 5J (Edn 18/11/16) – Unique Identifiers –NOTE: Clause 4 of this DEFCON Shall Not Apply to this Agreement

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

DDEFCON 129J (Edn 18/11/16) – The Use of the Electronic Business Delivery Form
EFCON 90 (Edn 11/06) – Copyright

DEFCON 501 (Edn 11/17) - Definitions and Interpretations

DEFCON 502 (Edn 05/17) - Specifications Changes

DEFCON 503 (Edn 12/14) – Formal Amendments to Framework Agreement

DEFCON 513 (Edn 11/16) - Value Added Tax

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn 02/17) - Bankruptcy and Insolvency

DEFCON 516 (Edn 04/12) – Equality

DEFCON 518 (Edn 02/17) – Transfer

DEFCON 520 (Edn 02/17) - Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn 11/17) - Payment and Recovery of Sums Dues

DEFCON 526 (Edn 08/02) – Notices

DEFCON 527 (Edn 09/97) – Waiver

DEFCON 529 (Edn 09/97) - Law (English)

DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)

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

DEFCON 532A (Edn 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/17) – SubFramework Agreement and Prompt Payment

DEFCON 537 (Edn 06/02) - Rights of Third Parties

DEFCON 538 (Edn 06/02) – Severability

DEFCON 539 (Edn 08/13) - Transparency

DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

DEFCON 566 (Edn 10/16) - Change of Control of Framework Contractor

DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan)

DEFCON 608 (Edn 10/14) - Access and Facilities to Be Provided By the Framework Contractor

DEFCON 609 (Edn 06/14) - Framework Contractor's Records

DEFCON 620 (Edn 05/17) – Framework Agreement Change Control Procedure

DEFCON 630 (Edn 03/15) – Framework Agreements

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 642 (Edn 06/14) - Progress Meetings

DEFCON 658 (Edn 10/17) – Cyber – Risk Assessment: Very Low Risk

DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements: Please Note: For the purposes of this Framework Agreement there is no requirement for a Security Aspects Letter.

DEFCON 670 (Edn 07/17) – Tax Compliance

3. DEFENCE FORMS

3.1 The following Defence Forms (DEFFORMs) shall apply. DEFFORMs can be accessed via the Commercial Toolkit following registration on the Acquisition System Guidance (ASG) at the following link: <http://www.aof.mod.uk/>

DEFFORM 10	Edn 12/13	Acceptance of Offer of Contract
DEFFORM 10B	Edn 03/14	Acceptance of Offer of Amendment to Contract
DEFFORM 110AL	Edn 10/04	Schedule of Requirements
DEFFORM 111	Edn 11/17	Appendix – Addresses and Other Information
DEFFORM 702	Edn 08/07	Employee's Acknowledgement to Employer of Obligations relating to Confidentiality

SPECIAL CONDITIONS OF THE FRAMEWORK AGREEMENT

4. Introduction and Scope

4.1. This Framework Agreement governs the relationship between the Authority and the Contractor in respect of the provision of Ship Brokerage Support to the Authority. The Ship

Brokerage shall have access to current shipping market intelligence; ship chartering expertise; available charter shipping in the different sectors (ship sizes and cargoes) and access to ship owners. Additionally, the Authority requires the agility to respond to new requirements in a flexible and proactive way by accessing options in the market place in a swift and decisive manner in order to secure available shipping in a timely fashion.

4.2 The Contractor shall work with the Authority to;

- a. provide access to shipping market intelligence to support the Authority in making an informed decision in relation to ship charters.
- b. provide access to shipping market expertise to the Authority to assist it with identifying solutions to endorsed requirements, providing advice and guidance on the capabilities available in the market and then assisting in shaping its requirements to be attractive to the maximum number of potential suppliers to generate healthy competition.
- c. provide access to the shipping market to compete endorsed requirements and secure preferred capabilities.
- d. provide the ability to the Authority to widen its interaction with the market
- e. provide access the shipping market in a timely manner to respond to ad-hoc/new requirements whilst achieving the best VFM solution.
- f. provide Ad hoc market research / investigations.

4.3 The Contractor will provide support to the Authority in respect of any resultant Contracts placed between the Authority and Ship Owner in relation to any Authority Requirement.

4.3. The Contractor will be required on occasion to work at MoD, Abbey Wood, Bristol, or other MOD sites as agreed in order to fulfill its obligations under the Framework Agreement.

5. Entire Agreement

5.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

5.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

5.3 Nothing in this Clause [5] shall exclude any liability in respect of misrepresentations made fraudulently.

6. Duration

6.1. The Framework Agreement shall take effect on the Framework Agreement Commencement Date and shall continue, unless terminated earlier in accordance with

the Terms and Conditions of the Framework Agreement, for five (5) years, until **(date to be completed upon Signature of parties)**. The Framework Agreement shall terminate without notice at the end of the five (5) year period.

7. Authority Requirements

- 7.1 The Contractor will support the Authority in identifying Potential Providers and establishing a suitable solution to meet the Authority's Requirements. The Authority's Requirements will be identified to the Contractor in the form of a Task. The requirement will be notified to the Contractor using the Tasking Form at Annex B. The Contractor will confirm acceptance of the task within 48 hours of receiving the Tasking Form.
- 7.2 The Contractor will compete the Authority's requirements amongst all suitable Potential Providers and must demonstrate to the satisfaction of the Authority that the maximum number of suitable Potential Providers are identified to participate in the Authority's procurement activity. The Contractor must ensure that the appropriate measures are in place to maintain objectivity and impartiality during the Authority's procurement process.
- 7.3 The Contractor will ensure that in support of the Authority's requirements, Potential Providers are treated in accordance with the 5 EU Treaty principles of Equal Treatment, Non-Discrimination, Transparency, Mutual-Recognition and Proportionality.

8. Ad-Hoc Tasks

- 8.1 On occasion the Contractor may be required to provide the Authority with defined pieces of work via an Ad-Hoc Task, including but not limited to compiling market analysis reports, relevant shipping sector reports or forecasting reports that are specific to the Authority's Chartering requirements.
- 8.2 Upon the occasion that an Ad-Hoc Task is required the Authority will notify the Contractor using the "Ad-Hoc Tasking Form" detailed at Annex B. The Contractor will specify the timescale for the Task and the price will be based on the hourly or daily rate detailed at Annex A to the Framework Agreement within 48 hours of receiving the Ad-Hoc Task. Any Travel and Subsistence associated with an Ad-Hoc Task will be paid in accordance with Clause 10 – Price and Annex D Travel and Subsistence.

9. Contractors Availability

- 9.1 The Contractor must ensure that they provide employees that are accessible to the Authority 24/7, 365 days per year and have the necessary training and expertise to conduct all Tasks/Ad-Hoc Tasks in a professional manner. It is not expected that the contractor would be called upon routinely out of hours, but the capability must be available when required.
- 9.2 The Contractor may, in support of Tasks/Ad-Hoc Tasks be required to be deployed to an Authority location for a short duration, which may include travel and overnight stays.

10. Price

- 10.1. There will be no payment to the Contractor in support of Tasks for the Authority's Requirements as the payment will be on the basis of a % percentage of the Charter Value to be paid by the Ship Owner direct to the Contractor.
- 10.2 The Authority will pay the Contractor in support of agreed Ad-Hoc Tasks completed to the Authority's satisfaction. The payment will be in accordance with the firm prices (£GBP) as detailed on the attached DEFFORM 110 - Schedule of Requirements at Annex A. The prices detailed at Annex A shall apply for the duration of the Framework Agreement for the work undertaken in accordance with Clause 7 Ad-Hoc Tasking.
- 10.2. The firm prices (hourly and daily rate) include all costs with the exception of Travel and Subsistence and shall remain firm for the duration of the Framework Agreement. Travel and Subsistence shall be paid for actual receipted expenditure, within the detailed subsistence limits set out at Annex D. These are not flat-rate payments but ceilings for actual expenditure incurred.
- 10.3. Prices for Line items 1 and 2, as detailed in the Schedule of Requirements at Annex A, are the firm daily and hourly rates. The Authority shall issue a Tasking Form to the Framework Contractor for any Ad-Hoc Task. The Contractor shall submit a quotation for the Ad-Hoc Task, based on the agreed firm rates at Annex A and include a full work break down of the activities proposed, for approval by the Authority's Commercial branch (detailed at Box 1 of DEFFORM 111 – Appendix to Framework Agreement).
- 10.4 The Framework Contractor shall only commence any Ad-Hoc Tasks once authorised in writing by the Authority.

11. Payment

- 11.1 Payment shall be made by the Authority to the Contractor upon satisfactory completion of an agreed Ad-Hoc task via the Authority's CP&F system.
- 11.2 The Contractor shall submit an email copy of a "NOT FOR PAYMENT" invoice to the Authority to enable the Authority to raise an order. The Authority will review the invoice. Following agreement between the Authority and Contractor of the value on the "NOT FOR PAYMENT" invoice the Authority shall raise a purchase order on CP&F and inform the Contractor that this action has been completed. The Contractor shall then be required to submit an invoice via EXOSTAR that will match the purchase order on CP&F.
- 11.3 Payment shall be made in GBP £ Sterling.

12. Confidentiality Condition

12.1. This Condition shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality condition of the Framework Agreement.

12.2. For the purposes of this Condition 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Contractor and/or to any employee of the Contractor, by or on behalf of the Authority under or in connection with the Framework Agreement, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

12.3. The Contractor, and any employee of the Framework Contractor, shall:

- a. hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Framework Agreement;
- b. not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Framework Agreement;
- c. not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
- d. protect the Controlled Information diligently against unauthorised access and against loss; and,
- f. act diligently to ensure that:
 - (i) Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Framework Agreement;
 - (ii) employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

12.4. Where Controlled Information is provided to the Framework Contractor, it shall:

- a. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
- b. maintain this register for the duration of the Framework Agreement and for two years following completion of the Framework Agreement.
- c. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
- d. at the completion of the Framework Agreement, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

12.5. This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

- a. that the information concerned was or has become published or publicly available for use without breach of any provision of the Framework Agreement or any other agreement between the parties;

- b. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Framework Agreement;
- c. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
- d. from its records, that the information was derived independently of the Controlled Information;

to the extent that copying, use of, or disclosure of this other information shall not disclose its relationship to any Controlled Information.

13. Employee's Acknowledgment to Employer of Obligations Relating to Confidentiality

- 13.1. The Contractor shall ensure that any Employee, and/or Sub Contractor, of the Contractor who is engaged in performance of the Framework Agreement/Ad-HocTask shall sign and adhere to the confidentiality acknowledgement DEFFORM 702 at Annex E within 10 days of the Framework Agreement Commencement. The Contractor shall be liable for any Employee and/or Sub Contractor that fails to adhere to the confidentiality acknowledgement.

14. Conflicts of Interest

- 14.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the commercial or personal interests of the Contractor, or any Staff, and the duties owed to the Authority under the provisions of the Framework Agreement. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 14.2. Under no circumstances is any employee / sub- Contractor of the Contractor who is engaged in performance of this Framework Agreement permitted to work, or provide support or advice services to (hereinafter referred to as "Work"), any company/person wishing to bid to provide services to the Authority pursuant to the Authority's requirements undertaken via the Framework Agreement, if such work is directly related to the Authority's requirements.
- 14.3. The Authority reserves the right to terminate the Framework Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the commercial or personal interests of the Contractor, or any Staff, and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this condition shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

15. Authority Requirements

- 15.1 The Contractor will support the Authority in identifying Potential Providers suitable of meeting the Authority's Requirements and establishing a suitable solution to fulfil the Authority's Requirements. The Authority will notify the Contractor of a requirement using the Tasking Form at Annex B. The Contractor will confirm acceptance of the task within 48 hours of receiving the Tasking Form.
- 15.2 The Contractor will identify the maximum number of Potential Providers capable of meeting the Authority's requirement. The Contractor shall provide evidence, the format of which will be agreed between the Contractor and Authority which will detail all Potential Providers and details of the reasons for their inclusion/exclusion in the Authority's procurement activity in order to satisfy the Authority that they have identified the maximum number of Potential Providers capable of meeting the Authority's requirement.
- 15.3 The Contractor will ensure that Potential Providers to the Authority's requirements are treated in accordance with the 5 EU Treaty principles Equal Treatment, Non-Discrimination, Transparency, Mutual-Recognition and Proportionality.

16. Security Measures

- 16.1 DEFCON 659, for the purposes of this Framework Agreement there is no requirement for a Security Aspects Letter.
- 16.2 Notwithstanding DEFCON 658 Cyber Security, the Contractor shall have in place and maintain a valid Cyber Essentials Certificate, which shall be renewed annually. A copy shall be submitted to the Authority upon its annual renewal.

17. Baseline Personnel Security Standard

- 17.1 The Contractor is responsible for satisfactorily completing a Baseline Personnel Security Standard (BPSS) for each individual(s) who is engaged in the performance of the Framework Agreement/Task, in accordance with the BPSS guidance at Annex F and the Cabinet Office Security Policy Framework (link provided at Annex F).
- 17.2. Only Employees of the Contractor that satisfactorily complete a BPSS will be permitted to execute the contract.

18. Performance Management Meetings

- 18.1 The Authority will conduct performance management meetings on a quarterly basis. The meetings will be held at the Authority's premises (or an alternative location as agreed by both parties) and will be attended by;
 - a) The Authority's contract manager and any additional staff as required by the Authority's contract manager;
 - b) The Contractor's senior account manager responsible for this Framework Agreement;

- c) The Contractor's principle ship broker providing support to the Authority.
- 18.2 The meeting will review and discuss the Contractor's performance during the period preceding the meeting but post the last meeting held. The meeting shall address any issues, plan potential future requirements / Ad-Hoc Tasks and review any risks/issues associated with these. Additional agenda items can be identified by the Contractor and/or Authority.
- 18.3 If the Authority is satisfied with the performance of the Contractor in accordance with the KPIs at Annex C, after a six (6) month period from the Framework Agreement Commencement Date the Authority may reduce the frequency of the meetings to bi-annual. However, if the performance of the Contractor fails to meet the Authority's expectations at any point during the duration of the Framework Agreement, the Authority reserves the right to increase the frequency of these meetings.

19. Management Information

- 19.1 The Contractor shall provide to the Authority on a quarterly basis, by the 10th day of the month a report for the previous three (3) month period, which shall include;
 - a) The number of hours attributed to Ad-Hoc Tasks, broken down by the Ad-Hoc Task and the individual undertaking the task.
 - b) The number of hours attributed to the work undertaken in establishing a charter agreement in support of the Authority's requirements.
 - c) The locations where the Contractor provided support.
 - d) The dates the Contractor provided the support.
 - e) Details of any discrepancies between the Contractor obligations and the actual support provided, and an explanation of the discrepancy.
 - f) Details of travel and subsistence

20. Key Performance Indicators

- 20.1 The Authority will monitor the Contractors performance against the Key Performance Indicators (KPIs) detailed at Annex C. Upon completion of a Task the Authority shall review the performance of the Contractor against the KPIs.
- 20.2 Without prejudice to any other rights or remedies arising under this Framework Agreement, if the Contractor fails to achieve any KPI Target as detailed at Annex C against any Task/Ad-Hoc Task under this Framework Agreement, the Contractor acknowledges and agrees that the Authority shall have the right to exercise (in its absolute sole discretion) all or any of the following remedial actions:
 - 20.2.1 First KPI Failure - The Authority shall be entitled to require the Contractor, and the Contractor agrees to prepare and provide to the Authority, an improvement plan detailing the reason for the failure and the actions put in place to prevent a repeat occurrence. Such improvement plan shall be submitted to the Authority within ten (10) working days of a written request. The improvement plan shall be subject to approval by the Authority and the Contractor will be required to implement any approved improvement plan, as agreed with the Authority.
 - 20.2.1.1 Second KPI Failure - The Authority shall be entitled, in its absolute sole discretion, to request the Contractor to comply with clause 19.2.1 above and in

addition the Contractor agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Contractor requesting such meetings.

20.2.1.2 Third KPI Failure – In the event that the Contractor fails, on a third occasion to meet any one of the KPIs, the Authority, in its absolute and sole discretion, reserves the right to terminate the Framework Agreement with the Contractor or to invoke any of the above remedial actions as deemed appropriate by the Authority.

20.3 The remedial actions detailed above apply to the Contractor's failure to meet any of the KPIs as detailed at Annex C, under this Framework Agreement.

21. Change Procedure

21.1 The Framework Agreement may not be amended without the express written agreement of both parties.

21.2 No material changes to the Framework Agreement shall be accepted.

22. Change in Law

22.1 Change in law risk will be borne by the affected party. The Authority shall carry no liability to the Supplier for financial recompense, adjustment to prices or otherwise consequent on a change in law.

23. Insurance

23.1 The Contractor will ensure that they maintain any statutory insurance required by relevant regulations and Law.

24. Freedom of Information

24.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall:

- a) Provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- b) Transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
- c) Provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Business Days (or such other period

- as the Authority may reasonably specify) of the Authority's request for such Information; and
- d) Not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

24.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

25. Publicity

- 25.1 Unless otherwise directed by the Authority, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 25.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by an auditor or otherwise.
- 25.3 The Contractor shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

Annex A to DFAP/0012

DEFFORM 110AL Edn 10/04 – Schedule Of Requirements

Braemar ACM Shipbroking Limited	MINISTRY OF DEFENCE	Contract No: DFAP/0012
	SCHEDULE OF REQUIREMENTS For the Provision of Ship Brokerage Support	Previous Contract Nos: N/A

Table 1 - Items

Item	NSN/ DMC	Description	Estimated Annual Volumes	Firm Price £
1	N/A	Contractor Day Rate in relation to Ad-Hoc Tasking	N/A	[PRICE REDACTED COMMERCIA LLY SENSITIVE [PRICE REDACTED COMMERCIA LLY SENSITIVE]
2	N/A	Contractor Hourly Rate in relation to Ad-Hoc Tasking	N/A	

Table 2 - Packaging Requirements

Item	Packaging Spec/Special Markings etc			
1	N/A			
Table 3 - Ordering Period	Start	Rate	Finish	CONDITIONS OF CONTRACT This contract is subject to the attached Standard Conditions and Special Conditions of Contract

SHIPBROKER SUPPORT CONTRACT – TASKING FORM

This form is to be used to task the Contractor with Tasks and Ad-Hoc Tasks. All tasks must be approved and signed off by DFAP Dep Hd.

	To be completed by DFAP	To be completed by Contractor
Date and time of required support		
Duration support required (in hours or days) or deadline for completion (to be completed for Ad-Hoc Tasks only)		
Support location (MOD designated site or Suppliers' Offices)		
Authority Point of Contact		
Specific outputs Required		
Any specific requirements / constraints		

For Ad-Hoc Tasks only:

Approval for the above Ad-Hoc Task at an agreed price (Daily/Hourly rate multiplied by the duration) of £ (in accordance with the agreed firm price at Annex A to DFAP/0012).

For Tasks only:

Approval for the above Task to commence on (INSERT DATES) with a completion date of (INSERT DATE).

APPROVED/NOT APPROVED (The Authority to Delete as applicable)

DFAP Dep Hd

Dated:

ACCEPTED/REJECTED (Delete as applicable)

Justification (if rejecting the task):

Contractor:

Dated:

Annex C to DFAP/0012

KEY PERFORMANCE INDICATORS (KPIs)

Serial	Objective	Indicator	Green	Red
KPI 1	Respond to tasking notifications within 48 hours	Contractor responds to Task requests within 48 hours of notification of the task	Contractor Responds to tasking notification within 48 hours	Contractor fails to responds to tasking notification within 48 hours
KPI 2	Timescale and Satisfactory completion of Tasks and Ad-Hoc Tasks	Contractor completes Tasks and Ad-Hoc Tasks within the agreed timescales and to the satisfaction of the Authority	Contractor completes Tasks/Ad-Hoc Tasks to the satisfaction of the Authority in the required timescale	Contractor fails to complete Tasks/Ad-Hoc Tasks to the satisfaction of the Authority in the required timescale
KPI 3	Provides evidence to the Authority to demonstrate the maximum suitable Potential Providers are identified to the Authority	Evidence demonstrates that the Contractor is identifying the maximum number of suitable potential providers	Contractor provides evidence to the Authority to demonstrate the maximum suitable Potential Providers are identified to the Authority	Contractor fails to provide evidence to the Authority to demonstrate the maximum suitable Potential Providers are identified to the Authority
KPI 4	Management Information provided to the required timescale and detail	Contractor provides management information in accordance with Clause 18 of the Terms and Conditions	Contractor provides management information in accordance with Clause 18 of the Terms and Conditions	Contractor fails to provide management information in accordance with Clause 18 of the Terms and Conditions
KPI 5	Contractor attendance at meetings	Contractor attends meetings and fulfils the obligations in accordance with Clause 17 of the Terms and Conditions.	Contractor attends meetings and fulfils the obligations in accordance with Clause 17 of the Terms and Conditions.	Contractor fails to attend meetings and/or fails to fulfil the obligations in accordance with Clause 17 of the Terms and Conditions.
KPI 6	Contractor accessibility to employees with the necessary training and expertise	Contractor provides employees that are accessible to the Authority 24/7, 365 days per year and have the necessary training and expertise to conduct all Tasks/Ad-Hoc Tasks in a professional manner	The Authority is able to access the Contractor 24/7, 365 days per year and they have the necessary training and expertise to conduct all Tasks/Ad-Hoc Tasks in a professional manner	The Authority is unable to access the Contractor 24/7, 365 days per year and/or the employees do not have the necessary training and expertise to conduct Tasks/Ad-Hoc Tasks in a professional manner

PERFORMANCE PARAMETERS

Green	Red
Fully meets the contract requirement to the satisfaction of the Authority	Fails to meet the contract requirement to the satisfaction of the Authority

Annex D to DFAP/0012

Travel and Subsistence

1. Upon the occasion whereby an agreed Task/Ad-Hoc Task requires the Contractor to incur travel, upon agreement with the Authority the Contractor will be entitled to claim for Travel and Subsistence (T&S).
2. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure “public money and other resources are used efficiently”
3. Any costs must be reasonably incurred and must be the most economically advantageous options available.
4. Prior agreement must be sought from the Authority for any proposed T&S.
5. Costs incurred shall be paid by the Authority for actual receipted expenditure, within the detailed subsistence limits set out in this Annex D. These are not flat-rate payments but ceilings for actual expenditure incurred.
6. You must obtain and retain itemised receipts for all claims. Failure to do so may result in your claim being rejected by the Authority. Alcohol consumption cannot be claimed within any element of subsistence.
7. Day subsistence – reimbursement for daytime refreshments including lunch and evening meal, where the length of absence on business justifies it. You can claim for actual receipted expenditure, within the detailed subsistence limits set out below. These are not flat-rate payments but ceilings for actual expenditure incurred. The ceilings are therefore not cumulative and apply only to the specific element of the claim.
 - a. Over 5 hours [Price Redacted Commercially Sensitive]
 - b. Over 10 hours [Price Redacted Commercially Sensitive]
 - c. Over 12 Hours [Price Redacted Commercially Sensitive]
8. Overnight Subsistence. The Contractor will provide to the Authority, where possible 3 quotations from suitable hotels, in terms of location and needs of the business to establish fair and reasonable costs. Overnight subsistence entitles the Contractor to reimbursement of costs for evening meal, accommodation and breakfast incurred by an overnight stay on business. Costs associated with overnight stays can be claimed up to the following ceiling limits;
 - a. Evening Meal - [Price Redacted Commercially Sensitive]
 - b. Breakfast when not included in hotel overnight room rate - [Price Redacted Commercially Sensitive]
9. Motor Mileage Allowance. The Contractor will be entitled to claim for motor mileage allowance when using a vehicle. The Contractor will be reimbursed a flat rate allowance per mile. There will be one UK Motor Mileage Allowance (MMA) rate for a vehicle for the first 10000 miles of travel, and a lower rate when 10000 miles has been exceeded.
 - a. Up to 10,000 miles - [Price Redacted Commercially Sensitive]
 - b. Over 10,000 miles – [Price Redacted Commercially Sensitive]

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 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:

BASELINE PERSONNEL SECURITY STANDARD

Security Requirements:

1. BPSS is the lowest level of security control required to work in the MOD environment. It is a local security check and not a formal security clearance obtained through the NSV process. In order to complete the BPSS check the individual must have 4 distinct areas checked:
 - a. Identity;
 - b. Nationality and Immigration Status (including entitlement to undertake the work in question);
 - c. Employment history (last 3 years);
 - d. Criminal record (unspent convictions only);
 - e. Additionally prospective employees are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.
2. **Identity.** Verification of identity is essential before any individual can begin their employment. Identity can be verified by physically checking a range of appropriate documentation (e.g. current passport or other photo ID together with utility bills, bank statements, etc) or by means of a commercially available ID verification service. Examples of suitable documents are in table 1. The ideal is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owners name, photograph and signature, and itself requires some evidence of identity before being issued (e.g. a passport or ID Card).
 - a. Confirmation of name, date of birth and address.
 - b. National insurance number or other unique personal identifying number where appropriate (see paragraph 14).
 - c. Full details of previous employers (name, address and dates), over the past 3 years.
 - d. Confirmation of any necessary qualifications/licences.
 - e. Educational details and/or references when someone is new to the workforce when these are considered necessary.
 - f. Confirmation of permission to work in the UK (a separate verification of nationality and immigration status should still be carried out prior to the commencement of employment and must be undertaken if an excuse against a civil penalty liability is to be obtained by the employer. (Paragraph 17, Immigration and Nationality status)).

Current signed full passport, travel document National ID Card and/or other documentation relating to immigration status and permission to work (see further guidance in the „verification of nationality and immigration status“ section of this paper). (Further information on ID cards can be found at http://www.ips.gov.uk/identity/)
Current UK photocard driving licence (www.dvla.gov.uk)
Current full UK driving licence (old version).
Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
Building industry sub-contractor"s certificate issued by HMRC.
Recent HMRC tax notification.
Current firearms certificate.
Birth certificate (long version only).
Adoption certificate.
Marriage certificate.
Divorce, dissolution or annulment papers.
Civil Partnership certificate
Citizenscard (http://www.citizenscard.com)
Gender recognition certificate.
Police registration document.
HM Forces identity card.
Proof of residence from a financial institution.
Record of home visit *.
Confirmation from an Electoral Register search that a person of that name lives at that address *.
Recent original utility bill or certificate from a utility company confirming the arrangement to pay for the services at a fixed address on prepayment terms *.
Local authority tax bill (valid for current year) *.
Bank, building society or credit union statement or passbook containing current address *.
Recent original mortgage statement from a recognised lender *.
Current local council rent card or tenancy agreement *.
Court order *.

N.B: The * documents should be recent (at least one should be within the last six months unless there is good reason why not) and should contain the name and address of the registrant.

Table 1. Suitable documents to prove identification.

3. **Nationality and Immigration Status (including entitlement to undertake the work in question).** Nationality and immigration status can be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Border Agency (UKBA) records. Acceptable documentation to prove nationality eg. Current passport or immigration documentation.
4. **Employment history (last 3 years).** Employment history can be verified by checking with previous employers and/or by following up references or by means of a commercially available CV-checking service or, in exceptional circumstances only, by means of an independent check of HMRC records. For periods of self-employment, evidence should be obtained (e.g. from HMRC, bankers, accountants, solicitors,

trade or client references, etc.), confirming that the individual's business was properly conducted and was terminated satisfactorily.

5. **Criminal record (unspent convictions only).** The individual must provide proof of any unspent convictions which are available from disclosure Scotland at <http://www.disclosurescotland.co.uk/>. The individual will be required to provide this information before they start the role and can obtain this clearance once the contract has been offered.

The above guidance contains the key elements of completion of the BPSS. Full guidance can be found at the following link, which the Contractor shall comply with:

<http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>

Annex G to DFAP/0012
DEFFORM 111
(Edn 08/15)

DEFFORM 111

DEFFORM 111
(Edn 08/15)

APPENDIX TO FRAMEWORK AGREEMENT – DEFFORM 111
Addresses and Other Information

1. Commercial Officer

DES LDOC DFAP
Commercial Manager
DE&S Logistics Delivery Operating Centre
Commercial Fuels Team
Elm 2A, #4237, NH4
DE&S Abbeywood
Bristol BS34 8JH

Tel: 030 679 83562 / 030 679 83561
Email: DES Commodities-Comrc-Fuel@mod.Gov.uk

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

DESLDProgMgt-DFAP-FCMO
Fuels Commissioning and Management Organisation (FCMO)
DE&S Logistics Delivery Operating Centre
Elm 2A, #4237, NH4
DE&S Abbeywood
Bristol BS34 8JH

Tel: 030 679 33790 / 030 679 83601 / 030 679 85729
Email:
DESLDProgMgt-DFAP-FCMO@mod.gov.uk

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

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

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

4. (a) Supply / Support Management Branch or Order Manager:

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

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

12. Forms and Documentation are available through

*****:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

Quality Assurance Representative:

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

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

NOTES

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

2.* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>