



Foreign & Commonwealth Office

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	Provision of Wargaming Exercise Development Project
Call-Off Reference:	701046383

This Call-Off Contract is made between the Secretary of State for Defence represented by the Ministry of Defence, acting as part of the Crown ("the Authority"),

and

Optima Defence and Security Group Limited ("the Supplier") having his main or registered office at Cherry Orchard East, Kembrey Park, Swindon SN2 8UQ

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name:

Full Name: Elisabeth Harding

Position held on behalf of Supplier:

Position held on behalf of Authority:

Head Officer Commercial BP4-1b

Date:

Date: 26 January 2021

Framework Agreement with:	Optima Defence and Security Group Limited
Company Number:	701046383
Sub Contractors/Consortia:	
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Wargaming Exercise Development Project
Contract Number:	701046383
Call-off Contract PSAB Reference Number:	701046383

Contents

<i>Section 1 – Form of Contract</i>	1
<i>Section 2 – Call-Off Terms & Conditions</i>	3
1. <i>The above mentioned Framework Agreement.</i>	3
2. <i>Your proposal of</i>	3
3. <i>Commencement and Duration of the Services</i>	3
4. <i>Recipient</i>	3
5. <i>Financial Limit</i>	3
6. <i>Milestone Payments and Charges</i>	3
7. <i>Fixed Price</i>	4
8. <i>Time and Material</i>	4
9. <i>Officials</i>	4
10. <i>Key Personnel</i>	4
11. <i>Monitoring and Contract Performance Reports</i>	5
12. <i>Duty of Care</i>	5
13. <i>Third Party Rights for Sub-Contractors</i>	5
14. <i>Call-off Contract Signature</i>	5
15. <i>Destruction and deletion of Authority Data and Confidential Information</i>	6
16. <i>Special Terms & Conditions</i>	6
<i>Annex 1 – Statement of Requirements</i>	7
<i>Annex 2 – Schedule of Prices & Rates</i>	8
<i>Annex 3 – Security Risk Disclaimer</i>	11
<i>Annex 4 – Processing, Personal Data & Data Subjects</i>	12
<i>Annex 5 – Insurances</i>	13
1. <i>Insured</i>	14
<i>Annex 6 – Supplier Code of Conduct</i>	15

Section 2 – Call-Off Terms & Conditions and Special Terms

[\(back to Contents\)](#)

1. The above mentioned Framework Agreement.

- 1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of 14 Dec 2020.

- 2.1. The Authority requires ("the Supplier") to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

- 3.1. The Supplier shall start the Services no later than 26 January 2021 ("the Start Date") and Services shall be completed by 31 October 2021 ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
- 3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier's performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

- 4.1. Authority requires the Supplier to provide the Services to the MOD ("the Recipient").

5. Financial Limit

- 5.1. Payments under this Call-off Contract shall not exceed £310,770.00 (Three hundred and Ten thousand, Seven hundred and Seventy Seven pounds) ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).
- 5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.
- 5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

- 6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
- 6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the

satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Fixed Price

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates](#), that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

8.1. Where the Parties have agreed in the [Schedule of Prices and Rates Annex 2](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

9.1. The Authority Project/Contract Officer is as follows:

Title:	Name:	Contact Number:	Email Address:
Mrs	Liz Harding	0300 158 4582	Elizabeth.Harding784@mod.gov.uk

10. Key Personnel

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

Title:	Name:	Contact Number:	Email Address:

11. Monitoring and Contract Performance Reports

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

12. Duty of Care

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

12.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#) and the [Security Risk Disclaimer Annex 3](#).

13. Third Party Rights for Sub-Contractors

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions") to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

14. Call-off Contract Signature

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph **Error! Reference source not found.** above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

15. Destruction and deletion of Authority Data and Confidential Information

15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

16. Special Terms & Conditions

16.1. The following Defence Conditions (DEFCONs) apply:

DEFCON	EDN	DESCRIPTION
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 520	Edn 05/18	Corrupt Gifts and Payments of Commission
DEFCON 522	Edn 11/17	Payment and Recovery of Sums Due
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 08/13	Transparency
DEFCON 550	Edn 02/14	Child labour and Employment Law
DEFCON 658	Edn 10/17	Cyber Cyber Risk Level – Cyber Essentials

16.2. The following Defence Forms (DEFORMS) apply:

DEFFORM	EDN	DESCRIPTION
111	05/19	Addresses and Other Information
539A	Edn 08/13	Tenderer's Commercially Sensitive Information Form

Annex 1 – Statement of Requirements

[*\(back to Contents\)*](#)

The SOR has been redacted.

Annex 2 – Schedule of Prices & Rates

[\(back to Contents\)](#)

Line Number	Specification	DofQ	Total Qty	Delivery Date	Firm Price (£) Ex VAT	
1	Inception phase.	EA	1	2021		A breakdown of the Firm Price for the Phase must be provided below
2	Analysis phase.	EA	1	2021		A breakdown of the Firm Price for the Phase must be provided below
3	Design phase	EA	1	2021		A breakdown of the Firm Price for the Phase must be provided below
4	Train phase	EA	1	2021		A breakdown of the Firm Price for the Phase must be provided below

5 (Option 1) Taken at Contract Award	Deliver phase	EA	1	2021/2022		A breakdown of the Firm Price for the Phase must be provided below
--------------------------------------------------	----------------------	----	---	-----------	--	--------------------------------------------------------------------

Option - to be called off as required by the Authority.

Please note that the Authority reserves the right to not call-off this option.

6 (Option 2)	Exit phase	EA	1	2021/2022		A breakdown of the Firm Price for the Phase must be provided below
-----------------	-------------------	----	---	-----------	--	--------------------------------------------------------------------

Detailed Breakdown

Please add additional lines where required

	Please provide a breakdown of the Total Firm Price provided at Line 1 above	£ Each	Qty	Firm Price (£) Ex VAT
i				
ii				
iii				

	Please provide a breakdown of the Total Firm Price provided at Line 2 above	£ Each	Qty	Firm Price (£) Ex VAT
i				
ii				

	Please provide a breakdown of the Total Firm Price provided at Line 3 above	£ Each	Qty	Firm Price (£) Ex VAT
i				

ii				
iii				

	Please provide a breakdown of the Total Firm Price provided at Line 4 above	£ Each	Qty	Firm Price (£) Ex VAT
i				
ii				
iii				

	Please provide a breakdown of the Total Firm Price provided at Line 5 (Option 1) above	£ Each	Qty	Firm Price (£) Ex VAT
i				
ii				
iii				

	Please provide a breakdown of the Total Firm Price provided at Line 6 (Option 2) above	£ Each	Qty	Firm Price (£) Ex VAT
i				
ii				

				Total £310,769.86
--	--	--	--	-----------------------------

Travel and Subsistence.

a. Air Travel will be reimbursed at cost on production of appropriate evidence, eg, ticket or receipt. Where it is necessary to travel by commercial airlines in pursuit of the Contract, the contractor should use any benefits acquired from travel undertaken on Contract deliverables (eg “Air Miles”/Avios), if possible, to offset the costs of further travel taken on behalf of the Authority.

Annex 3 – Security Risk Disclaimer

[*\(back to Contents\)*](#)

1. This Annex is not used for this requirement.
-

Annex 4 – Processing, Personal Data & Data Subjects

[\(back to Contents\)](#)

This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: N/A
2. The contact details of the Processor's Data Protection Officer are: N/A
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to Call-Off Contract 701046383, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 32.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide the service.
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data being Processed	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

Annex 5 – Insurances

[\(back to Contents\)](#)

REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: 701046383

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

- 1.1 The Supplier.

2.INTEREST

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
- death or bodily injury to or sickness, illness or disease contracted by any person;
 - loss of or damage to property;
- happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3.LIMIT OF INDEMNITY

- 3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one occurrence, the number of occurrences being unlimited, but £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

- 4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5.PERIOD OF INSURANCE

- 5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6.COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8.MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

9.APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

- 9.1 Not applicable.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1.INSURED

- 1.1 The Supplier.

2.INTEREST

- 2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3.LIMIT OF INDEMNITY

- 3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one claim and in the aggregate per annum.

4.TERRITORIAL LIMITS

- 4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5.PERIOD OF INSURANCE

- 5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

6.COVER FEATURES AND EXTENSIONS

- 6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
7.2 Nuclear and radioactive risks

8.MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed £5,000 each and every claim.

9.APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

- 9.1 Not applicable.
-

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

- 10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Annex 6 – Supplier Code of Conduct

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

[*\(back to Contents\)*](#)

1. This Annex is not used for this requirement.

Tenderer's Commercially Sensitive Information Form

ITT Ref No: 701046383- CPG/2350/2018-Iraqi Staff College (ISC) Wargaming Exercise Development Project
Description of Tenderer's Commercially Sensitive Information: N/A
Cross Reference(s) to location of sensitive information in Tender: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: Position: General Counsel Address: Telephone Number Email Address:

General Conditions

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.