

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the

full and proper performance by the Contractor of its obligations under the Contract.

Contractor

means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Commercially Sensitive Information

means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: 1. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or 2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest

	management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
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;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain.;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).;
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1).;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3.;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1).;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from

time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Schedule 2 - Schedule of Requirements for Contract No: SACC/00047 - The provision of 'Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA)'

SCHEDULE OF REQUIREMENTS

Name and Address of Contractor: JCSys Limited Unit 7, The Clifton Centre Spring Lane South Malvern WR14 1BJ	MINISTRY OF DEFENCE	Contract No: SACC/00047
	Schedule of Requirements for The provision of 'Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA)'	
Issued With; DEFFORM 8 and DEFFORM 10	On; 06/11/2018	Previous Contract No; SACC/00045

Requirements:

Line Item Number	Description	Notes to Supplier	Price £ (ex-VAT)
1	Provision of Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA) from 07/11/2018 to 06/11/2019.	Contract Year 1 (12 Months)	[REDACTED] FIRM PRICE
2	Provision of Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA) from 07/11/2019 to 06/11/2020.	Contract Year 2 (12 Months)	[REDACTED] FIRM PRICE
3	Ad-hoc Tasking approved by the Authority in accordance with Section 47. 1 – 5. 07/11/2018 – 06/11/2020	AD-HOC Tasking	[REDACTED] LIMIT OF LIABILITY
4	Travel and Subsistence In support of Line items 1 and 2 for the provision of 'Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA)'	T&S	[REDACTED] LIMIT OF LIABILITY

OPTIONS

OPTION 1	GFA Changeover	This Option is not funded and will require MoD funding before being invoked.	[REDACTED] FIRM PRICE
	Travel and Subsistence in support of OPTION 1		[REDACTED] LIMIT OF LIABILITY
OPTION 2	Further duration of Contract for Provision of Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA); For a 12-month period from 07/11/2020 – 06/11/2021	This Option is not funded and will require MoD funding before being invoked.	[REDACTED] FIRM PRICE
	Travel and Subsistence in support of OPTION 2		[REDACTED] LIMIT OF LIABILITY
OPTION 3	Further duration of Contract for Provision of Technical Support to the UK Link 16 Frequency Clearance Agreement (FCA); For a 12-month period from 07/11/2021 – 06/11/2022	This Option is not funded and will require MoD funding before being invoked.	[REDACTED] FIRM PRICE
	Travel and Subsistence in support of OPTION 3		[REDACTED] LIMIT OF LIABILITY
OPTION 4	GFE Shutdown and Relocation	This Option is not funded and will require MoD funding before being invoked.	[REDACTED] FIRM PRICE
	Travel and Subsistence in support of OPTION 4		[REDACTED] LIMIT OF LIABILITY

Schedule 3 Contract Data Sheet for Contract No: SACC/00047

General Conditions
Condition 2 – Duration of Contract: The Duration of the Contract shall be 2 years: Commencement/Start Date: 07/11/2018 The Contract expiry date: 06/11/2020
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law ☒ Scots Law ☐ Clause 4.d shall apply <i>(one must be chosen)</i> Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
Condition 8 – Authority’s Representative: The Authority’s Representatives for the Contract are as follows: Commercial: - [REDACTED] - Email: [REDACTED] - Telephone: [REDACTED] Project Manager: - [REDACTED] - Email: [REDACTED] - Telephone: [REDACTED] Other POC identified in DEFFORM 111.
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: SACC DT Spruce 1c #1113 MOD Abbey Wood Bristol BS34 8JH Contractor: JCSys Limited Unit 7, The Clifton Centre Spring Lane South Malvern WR14 1BJ Notices can be sent by electronic mail? Yes

Clause 20.a – Progress Meetings:

The Contractor shall be required to attend the following Progress meetings.

Type:

- 1) **A Contract Start-Up meeting** between the Authority and the Contractor shall take place no later than Ten (10) business days after Contract start date at the Authorities premises.
- 2) **Quarterly Progress Meetings** – The First QPM being held no later than fifteen (15) business days after the 3 Calendar Month of the Contract Start Date.
 - a. The Terms of Reference for the Quarterly Progress Meetings are detailed at Schedule 17 to this Contract. This sets out the purpose of the meeting, the frequency and coverage of review, chairmanship, and membership.
 - b. The Contractor shall provide the following prior to the meeting:
 - i. the relevant Quarterly Progress Report ten (10) business days before the meeting date;
 - ii. any additional information required by the Authority
 - c. The Contractor shall perform secretarial duties at the meetings, including meeting minutes and actions.
 - d. Minutes of meetings between the Authority and the Contractor shall be accepted once the Authority is satisfied that the minutes are an accurate reflection of the meeting in question and any decisions taken or actions placed therein;
 - i. The Contractor shall submit the draft minutes to the Authority for its approval no later than five (5) business days following completion of said meeting.
 - ii. The Authority shall review the draft minutes and provide the Contractor with either its approval of the minutes or comments / corrections to the draft minutes no later than five (5) business days after receipt of the draft minutes.
 - iii. The Contractor shall incorporate those comments / corrections into the revised minutes which shall be issued to the Authority for its approval (in accordance with the above process) no later than two (2) business days following receipt of those comments / corrections.
 - iv. No later than two (2) business days following receipt of the Authority's approval of the minutes, the Contractor shall formally issue the approved minutes to all attendees of the meeting.

Frequency: Quarterly

Location: SACC DT, MOD Abbey Wood, Bristol, BS34 8JH

Clause 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

- 1) Quarterly Progress Reports
 - a. The Contractor shall issue a quarterly progress report to the Authority's Project and Commercial Manager and will include information and those activities listed in of the Statement of Work at WP1 Task 02.

Frequency – Quarterly, last business day of the month or within a minimum of (10) business days prior to the Quarterly Progress Meeting, whichever date is sooner.

Reports shall be delivered to the following address: The Authority's Project Manager and Commercial Officer emails within DEFFORM 111

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract?

Yes ☐ (tick as appropriate)

No ☒ (tick as appropriate)

If required the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the

Authority (Quality) within X Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

- 1) AQAP 2110 – NATO QA Requirements for Design, Development & Production - Edition D
 - a. With exception to Section 5.4.1.1 (of the AQAP 2010) - The Supplier **DOES NOT** have to submit an acceptable Quality Plan (QP) to the Authority.
- 2) **ISO:9001**

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:
N/A

Condition 24 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 25 – Timber and Wood-Derived Products

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date : Contract Award

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒ YES

Applicable to Line Items: Line Items – 1 - 4

If required does the Contractor Deliverables require Traceability throughout the Supply Chain? ☐

Applicable to Line Items: N/A

Clause 28.b – Delivery by the Contractor: (in accordance with Condition 28 above)

The following Line Items are to be Delivered by the Contractor

Line Items: Line items 1 - 4

DEFFORM 129J

Special Delivery Instructions:

N/A

Clause 28.c – Collection by the Authority: (in accordance with Condition 28 above)

The following Line Items are to be Collected by the Authority:

Line Items: **N/A**

Special Collection Instructions:

N/A

Each consignment is to be accompanied by;

Consignor details (in accordance with 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be (N/A) Business Days

Condition 32 – Self-to-Self Delivery:

Self to Self Delivery required: ☐

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be Firm Price other than those stated below:

Line Items 3 and 4 shall be within the Limit of Liability set and using the agreed rates contained within Schedule 13.

Clause 48 refers

Termination

Condition 42 – Termination for Convenience

The Notice period for terminating the Contract shall be twenty (20) days.

Other Addresses and Other Information (forms and publications addresses and official use information)

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: [REDACTED]

Address:

Spruce 1c #1113, MOD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available):

Name: [REDACTED]

Address:

Spruce 1c #1113, MOD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

☎

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from:**6. Intentionally Left Blank****7. 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]

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

9. Consignment Instructions:

The items are to be consigned as follows:

See Schedule of Requirement

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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority:

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>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arcott

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

Applications via fax or email: [DESLCSLS-](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)OpsFormsandPubs@mod.uk*** NOTE**

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

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

2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

**Schedule 4 - Contract Change Process Procedure (i.a.w. clause 6.b)
for Contract No: SACC/00047**

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)
for Contract No: SACC/00047**

CONTRACT NO: SACC/00047
Description of Contractor's Commercially Sensitive Information: None
Cross Reference(s) to location of sensitive information: 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: [REDACTED] Position: / Address: Unit 7, The Clifton Centre, Spring Lane South, Malvern, WR14 1BJ Telephone Number: [REDACTED] Email Address: [REDACTED]@JCSys.co.uk

Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances Supplied under the contract: Data Requirements for Contract No:SACC/00047

[REDACTED IN FULL]

**Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract:
Data Requirements for Contract No: SACC/00047**

The following information is provided in respect of Clause condition 25 (Timber and Wood – Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	<i>Total volume of timber Delivered to the Authority under the Contract</i>
N/A	N/A	N/A	N/A	N/A

Schedule 8 - Acceptance Procedure (iaw condition 29) for Contract No:SACC/00047;

1. AD-HOC Tasking:
 - a. On completion of the Task, the Authority's representative shall complete Part 5 – Task Closure of the Tasking Authorisation Form (Template at Schedule 12) under which the Authority approves formal closure of the TAF. Payment may only be claimed by the Contractor when the Authority's Project Manager, or the authorised representative, is satisfied that the task has been completed.
2. The Authority reserves the right to reject any deliverable if it does not meet the requirements in accordance with the Statement of Work, Tasking Authorisation Form, Contract or Quality Standard.
3. The Authority's Project Manager is responsible for confirming acceptance of the Contractor's Deliverables identified in the SOW.



Statement Of Work

For SACC 00047

Link 16 Frequency Clearance Agreement Technical Support Contract

[REDACTED IN FULL]

Key Performance Indicators (KPI's)

Title	Description	Targets	Consequence	Reporting Mechanism and Frequency	RED	AMBER	GREEN
KPI 1) TAF Turn Around Time	Task Authorisation Form (TAF) , Part 2 - Company Quotation, completed in full within 15 Business days of receipt, or as stipulated in the TAF or otherwise as agreed, in writing, by the Authority's Commercial Officer and the Contractor.	TAF quotes returned to required standard within 15 Business days unless otherwise mutually agreed in writing by the Authority's Commercial Officer and the Contractor.	Reduction in payment for each TAF which is not returned within 15 Business days.	The Authority shall maintain a log of when this KPI is not met for discussion at Quarterly Review Meetings.	Delivered in a complete and accurate state > 21 business days from receipt of TAF (Unless a new response date is established)	Delivered in a complete and accurate state between 16 and 20 business days (Unless a new response date is established)	On time delivery.
					10% Reduction of price for relevant TAF	5% Reduction of price for relevant TAF	0% Reduction
KPI 2) Quarterly Progress Reports	Quarterly Progress Reports to be issued to the Authority within the time periods specified by the Contract. (Quarterly, last business day of the month or within a minimum of (10) business days prior to the Quarterly Progress Meeting, whichever date is sooner)	100% of documentation is received within the agreed periods.	Reduction in quarterly payment	Authority confirms accuracy in accordance with WP1 – Task 2 of the Statement of Work at Schedule 9 to the Contract	Delivered > 5 business days late.	Delivered 1 – 5 business days late.	On time delivery.
					10% Reduction of price for subsequent Quarter	5% Reduction of price for subsequent Quarter	0% Reduction

1. In the event, that the Contractor's performance against a KPI falls within the level of performance specified in "Amber", the Authority shall be entitled to apply a deduction of 5% to the quarterly period for the relevant period / relevant TAF.
2. In the event, that the Contractor's performance against a KPI falls within the level of performance specified in "Red", the Authority shall be entitled to apply a deduction of 10% to the quarterly period for the relevant period / relevant TAF.
3. Should the Contractor fail to meet the required level of performance for **KPI 1** (i.e. its performance against the KPI is any combination of "Amber or Red") for two (2) consecutive TAF's, it shall provide the Authority with a written Recovery Plan.
4. Should the Contractor fail to meet the required level of performance for **KPI 1** (i.e. its performance against the KPI is any combination of "Amber and Red") for three (3) consecutive TAFs, the Authority has the right to terminate the Contract under Condition 42. Termination for Convenience.
5. Should the Contractor fail to meet the required level of performance for **KPI 2** (i.e. its performance against the KPI is any combination of "Amber or Red") for two (2) consecutive quarters, it shall provide the Authority with a written Recovery Plan.
6. Should the Contractor fail to meet the required level of performance for **KPI 2** (i.e. its performance against the KPI is any combination of "Amber and Red") for three (3) consecutive quarters the Authority has the right to terminate the Contract under Condition 42. Termination for Convenience.
7. Where a fault is deemed not to be the responsibility of the Contractor then it shall not count towards the KPI calculations.
8. Deductions will be applied upon completion of each relevant TAF. Where it is determined that the Contractor was responsible for not meeting **KPI 1**, the relevant deduction (calculated as set out above) will be applied to the payment of the relevant TAF.
9. Deductions will be applied quarterly in arrears. Where it is determined that the Contractor was responsible for not meeting **KPI 2**, the relevant deduction (calculated as set out above) will be applied to the payment for the subsequent quarter.
10. Any deductions, as a result of any failure to achieve **KPI 2**, in last two quarters of the contract will be applied in aggregate to the final quarterly payment.

MILESTONE PAYMENT PLAN

Milestone¹	Title/Description	Due Date	Value £k (ex VAT)
1	Year 1 Fixed Price Stage Payment 1 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/11/2018 – 06/02/2019	06/02/2019	[REDACTED]
2	Year 1 Fixed Price Stage Payment 2 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/02/2019 – 06/05/2019	06/05/2019	[REDACTED]
3	Year 1 Fixed Price Stage Payment 3 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/05/2019 – 06/08/2019	06/08/2019	[REDACTED]
4	Year 1 Fixed Price Stage Payment 4 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/08/2019 – 06/11/2019	06/11/2019	[REDACTED]
5	Year 2 Fixed Price Stage Payment 1 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/11/2019 – 06/02/2020	06/02/2020	[REDACTED]
6	Year 2 Fixed Price Stage Payment 2 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/02/2020 – 06/05/2020	06/05/2020	[REDACTED]
7	Year 3 Fixed Price Stage Payment 3 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/05/2020 – 06/08/2020	06/08/2020	[REDACTED]
8	Year 4 Fixed Price Stage Payment 4 – For the provision of Link 16 Frequency Clearance Agreement Technical Support. 07/08/2020 – 06/11/2020	06/11/2020	[REDACTED]

¹ Payment Plan for Options identified in the Schedule of Requirements will be requested by way of contract amendment ONLY if invoked by the Authority.

AD-HOC TASKING AUTHORISATION FORM (TAF)

To:		From:	Defence Equipment & Support SACC DT Spruce 1C #1113 MOD, Abbey Wood Bristol BS34 8JH		
Contract No:		Task No:		Version No:	
Proposed Task Title:					
<u>You are requested to provide a firm price quotation for the requirement detailed below.</u> <u>Statement of Work for Task:</u> (including deliverable acceptance) <u>The task is required to be completed by:</u> Please provide your quotation no later than: <u>The terms and conditions stated in the contract apply unless otherwise stated here:</u> Note: Please complete DEFFORM 315 and 177 where necessary and submit with this form.					

Project Manager:		Signed:		Date:	
Telephone No:		Email Address:			

Commercial Officer		Signed:		Date:	
Telephone No:		Email Address:			

Part 2- Quotation (to be completed by the Contractor)

To:	Defence Equipment & Support SACC DT Spruce 1C #1113 MOD, Abbey Wood Bristol BS34 8JH	From:	
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Proposed Firm Price Offer, using agreed rates at Schedule 13 to the Contract.

Labour:

Hours:	Rate:	Price (£):

Sub-Total:	
------------	--

Materials:

Details:	Price (£):

Sub-Total:	
------------	--

Sub-Contracts:

Sub-Contractor:	Price (£):

Sub-Total:	
------------	--

T&S:

Details:	Rate: (if applicable)	Price (£):

Sub-Total:	
------------	--

Total Price (Ex VAT):	
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Copies of Quotations are required for Materials and Sub-Contracts.

The assumed start date for this task is:	
The completion date for this task shall be no later than: (based on the assumed start date)	
This proposed firm price offer is valid until:	
<u>Payment Terms – payment shall be on completion unless agreed otherwise below:</u> 	

Project Manager:		Position:	
Signed:		Date:	
Telephone No:		Email Address:	

Part 3 – Authorisation to proceed (to be completed by the Authority)

To:		From:	Defence Equipment & Support SACC DT Spruce 1C #1113 MOD, Abbey Wood Bristol BS34 8JH
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A) This task has been rejected for the following reasons:

- A revised quotation is required ☐
- There is no longer a requirement for this task. No further action is to be taken ☐

B) Authorisation to proceed

- You are hereby requested to proceed with the requirement outlined within Task..... at the firm price of start date of..... and completion date of.....

Project Manager:		Signed:		Date:	
Telephone No:		Email Address:			

Finance Officer:		Signed:		Date:	
Telephone No:		Email Address:			

The task is booked against the following:

MG:	
BLB:	
UIN:	
RAC:	
LPC:	
VAT Code:	

Commercial Officer:		Signed:		Date:	
Telephone No:		Email Address:			

Part 4 – Notification of task completion (to be completed by the Contractor)

To:	Defence Equipment & Support SACC DT Spruce 1c #1113 MOD, Abbey Wood Bristol BS34 8JH	From:	
Task was completed on			

Project Manager:		Signed:		Date:	
Telephone No:		Email Address:			

Part 5 – Confirmation of task completion (to be completed by the Authority)

I confirm that all work on the above task has been completed to the satisfaction of the Project Manager:

I certify that the completion date for this task was:	
Comments on task report:	
Your claim for payment in accordance with the terms and conditions of the contract may now be submitted.	

Project Manager:		Signed:		Date:	
Telephone No:		Email Address:			

Task Register

A list of contracted Tasks against Line Item 3 of the Schedule of Requirement

Task Number	Description	Date Approved	Value (£) Ex VAT
001			

List of Ad-Hoc Tasking Rates

GRADE	Year 1 F/Y 2018/2019	Year 2 F/Y 2019/2020	Option Year 1 F/Y 2020/2021	Option Year 2 F/Y 2021/2022
Senior Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Junior Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*Please note that MOD financial years are from 01 April – 31 March

List of Travel and Subsistence (T&S) Rates

Type	Rate £	FY 2018/2019	FY 2019/2020	Option Year 1 F/Y 2020/2021	Option Year 2 F/Y 2021/2022
Mileage	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hotel	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Daily Subsistence	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Evening Subsistence	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
International Flights	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*The payment of T&S will be on an actuals basis and receipts are to be provided at the same time of T&S Submission; In accordance with Process '8. Payment' to the Contract.

Government Furnished Assets (GFA) Register

[REDACTED IN FULL]



Ministry
of Defence



[REDACTED]@mod.gov.uk

Defence Equipment & Support
SACC DT #1113
MOD Abbey Wood
Bristol BS34 8JH
United Kingdom

For the personal attention of:

The Company Security Officer

Our Reference:
SACC/00047

Date: 06/11/2018

**CONTRACT NO SACC/00047 – SECURITY ASPECTS LETTER FOR UK
LINK 16 FREQUENCY CLEARANCE AGREEMENT**

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the aspects detailed below are designated "SECRET Matter", for the purpose within [DEFCON 659a](#) - Security Measures, and the OFFICIAL – SENSITIVE information, for the purpose within [DEFCON 660](#) - aspects that are classified as OFFICIAL-SENSITIVE :

2.

SECURITY ASPECTS	CLASSIFICATION
Integral Crypto Aspects	Up to and including NATO SECRET
FCA Related Support to JDLMO	Up to and including OFFICIAL-SENSITIVE
FCA Related JNMS/MTMS PDS	Up to and including OFFICIAL-SENSITIVE
FCA Related UKTDL Documentation	Up to and including OFFICIAL-SENSITIVE

3. Some OFFICIAL information associated with this contract is considered by the authority to warrant additional assurance. For example, this might be due to aggregation of data or the holding of personal details.

4. The requirements, which outline the principal measures required to safeguard reportable OFFICIAL and OFFICIAL-SENSITIVE information ([Leaflet 13 Contract and Project Security](#) - JSP 440 Part 2 V6.0 The Defence Manual of Security, Resilience and Business Continuity) is attached for your compliance.

5. Will you please confirm that:

- a. The above definition of the SECRET Matter of the above contract has been brought to the attention of the person directly responsible for the security of this contract.

- b. The definition is understood.
 - c. You have access to the Security Policy Framework and other security requirements/measures provided on the DE&S PSyA restricted access website or alternative and that measures can, and will be taken to safeguard the SECRET Matter.
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or they have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.
6. If you have any difficulty either in interpreting the definition of the SECRET Matter or in safeguarding it, will you please let me know immediately, and send a copy of your letter to your DE&S PSyA Security Adviser.
7. Any access to information on MOD premises that may be needed will be in accordance with MOD security regulations under the direction of the MOD Project Officer.

Yours faithfully,

[REDACTED]

DES SACC-DL-PM5a

Copy via MODNET email to:

DES PSyA-SecurityAdviceCentre (MULTIUSER)

DSR-STInd (MULTIUSER)

ISS Des-DAIS-SRAAcc8-IA

Schedule 16
TRANSFER REGULATIONS
EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

- 1.1 In this Schedule 16, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data Protection Legislation" means: (i) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (iii) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data; and (iv) any guidance or statutory codes of practice issued by the Information Commissioner or the European Data Protection set up under the General Data Protection Regulation in relation to such legislation;

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

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers

under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. **EMPLOYMENT**

2.1 **Information on Re-tender, Partial Termination, Termination or Expiry**

2.1.1 No earlier than one year preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 16 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;
- (c) provide the information promptly and in any event not later than two months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 Two months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 16 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;

- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 16 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.5 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
 - (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3 or 2.1.5 of this Schedule 16.

- 2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 16 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim

which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

- (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 **Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the

New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 16 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 16, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's

general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 16, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

- 1.7 Information to be provided 28 days prior to the Subsequent Transfer Date:
- a) Employee's full name;
 - b) Date of Birth
 - c) Home address;
 - d) Bank/building society account details for payroll purposes Tax Code.

Progress Meeting and Reporting Governance

FCA Quarterly Progress Meeting Terms of Reference		
Purpose and scope of Authority	Review delivery and performance of the Frequency Clearance Agreement (FCA) Technical Support contract, managing project risks & opportunities, resolving issues and encouraging continuous improvement.	
Frequency	Quarterly	
Co-Chairs	SACC Project Manager and Contractor FCA Project Manager	
Core Membership	SACC DT SACC FCA Project Manager SACC Engineer Finance Manager Commercial Manager Optional - JDLMO	Contractor Team FCA Project Manager Commercial Manager Technical Manager Finance Manager
Additional Attendees	Stakeholder (such as Safety, GFA) where considered necessary to address FCA dependencies/service issues. Suitably briefed individuals deputising for the above core members where they are unable to attend.	Relevant SMEs may be required dependant on the QPM agenda and current work activities.
Outputs	The FCA Quarterly Progress Meeting will report on, but not limited to, the following topics: • FCA Milestone status • Project Risk and Issues • Opportunities • GFA matters requiring attention of the Authority • Safety, Environment and security issues • Sub-Contractor progress/issues arising • Spend against payment plan • KPIs • Issues arising from Quarterly Progress Reports & WIP Certificates	
Agenda and Scope of Reviews	• Review FCA service delivery and performance • Schedule and Milestone Review • FCA Milestone status • Payments • Obligation Matrix • Review FCA Risk register • Monitor GFA requirements (Subject to agreed GFA supplied) • Refer risks, issues or disputes to the Authority • KPIs • Quarterly Progress Reports & WIP Certificates.	

List of Key Personnel

[REDACTED]	FCA SME and Project Manager
[REDACTED]	FCA SME and Lead Test Engineer
[REDACTED]	Pulse Generation System SME