

damages in accordance with DEFCON 514 as though such breach is a material breach.

6.4 Where the Contractor commits an act of fraud, negligence or wilful misconduct in respect of its obligations under this Condition the Authority shall be entitled to terminate this Contract (whether in whole or in part) and to claim damages in accordance with DEFCON 514 as though such breach is a material breach.

7. General

7.1. On termination or expiry of this Contract the provisions of this Condition excepting 3.1.2 and 3.1.3 above shall continue in force so long as the Contractor holds any MOD Identifiable Information relating to this Contract.

7.2. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

7.3.

7.3.1. The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 and/or the Cyber Risk Level. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Level, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Level *provided always that* the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and *further provided that* such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.

7.3.2. Subject to 7.3.1 above, where the Contractor seeks such adjustment or extension, the Authority will proceed in accordance with DEFCON 620 or any agreed alternative change control procedure to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within 8 weeks of the occurrence of the change in DEFSTAN 05-138 or Cyber Risk Level or such longer period as may be agreed by the Parties, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk Level whether or not the Contractor Change Proposal is rejected. In the event that the Contractor does not agree with the Authority's determination, then the provisions of DEFCON 530 or any agreed alternative dispute resolution procedure shall apply.

7.4. The Contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Contractor and the Authority or with other bodies.

Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low as defined in Def Stan 05-138.

K. The special conditions that apply to this Contract are:

K.1 Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance Indicators (KPIs) within Section L of this Contract.

K.2 Option to Extend the Trial for up to an additional 60 Personnel

The Authority has the option to extend the trial for up to an additional 60 personnel. A decision on this will be taken during the Contract period, and will be dependent upon the Authority gaining the necessary financial approval and the Authority's perceived success of the core trial programme.

K.3 ESFA Funding Rules

K.3.1 The Authority reserves the right to revisit the price if the ESFA funding rules change or the maximum funding cap for the CMDA is amended. The Authority reserves the right to recover from the Contractor any funding paid to the Contractor where the payment of funding does not comply with the ESFA Funding Rules.

K.3.2 If the Authority becomes aware of a significant number of errors in any data or information provided by the Contractor, the Authority shall give the Contractor the option to either correct the errors and resubmit the data or information, or accept a reduction in the amount of funding payable.

K.4 ESFA Data Protection Regulations

The Contractor must adhere to any data protection regulations stipulated by the ESFA.

K.5 Register of Apprenticeship Training Provider

The Authority will have the right to terminate the contract in the event that the Contractor is removed from the Register of Apprenticeship Training Provider

K.6 Learner Records

At the end of the Contract the learner records will become the property of the Authority.

K.7 ESFA Conditions of Funding

The ESFA has the right to enforce the terms of this Contract.

L. The processes that apply to this Contract are:

L.1 Payment

Payment is to be made in monthly instalments in arrears via the CP&F system.

L.2 Key Performance Indicators

L.2.1 A Key Performance Indicator (KPI) is an objective measure of Contractor performance against Contractor deliverables.

L.2.2 The KPIs specified in the table below shall commence from the Effective Date of Contract as specified within A24. "Duration of Contract":

L.3. Payment for Apprentices enrolled on an APPRENTICESHIP STANDARD from 1 May 2017

L3.1 All funding and payment will be in accordance with the ESFA's Apprenticeship Technical Funding Guide for Starts from May 2017 and the ESFA's Apprenticeship Funding and Performance-management Rules for Training Providers.

L3.2 The Army will pay the Contractor the price specified for each Apprenticeship Standard at Items 2 and 3 on Schedule 2. The agreed price which applies at the soldier's enrolment onto the programme will continue to apply for the duration of the programme regardless of any changes in price or funding band maximum. This is the total price and includes any element of training and assessment that the Contractor has agreed to deliver on behalf of the Authority. The total price will include the costs of delivering the end point assessment on apprenticeship standards. As per para 37 of the "ESFA Apprenticeship Technical Funding Guide for Starts from May 2017", the Contractor will be responsible for passing on end point assessment payment to the Apprentice Assessment Organisation selected by the employer.

L3.3 The total price for each Apprenticeship Standard does not include:

- a. Value Added Tax (VAT).
- b. The cost of delivering English or maths up to Level 2 – see para L3.4.

L3.4 As per existing practice, payment for English and maths up to Level 2 will be at a set rate of 90% of funding earned for eligible qualifications. Eligible qualifications are listed on the ESFA Hub and referred to in the ESFA Funding Rules.

L3.5 Monthly instalments. The Contractor's earnings will be based on monthly instalments. There is a completion element for the apprenticeship of 20% of the agreed price. The monthly instalments are calculated from the remaining 80% and spread evenly over the planned duration of the apprenticeship, based on whether the apprentice is in learning on the last calendar day of every month. If an apprentice leaves early, for example they withdraw from the programme, the monthly instalments stop. There will not be a monthly instalment for the final month if the apprentice withdraws before the last day of the month in which the learning stops.

PI Serial	Subject	PI	Performance Target	Measured by what	Measured by whom
1	Interim Quarterly Reports	Submit interim quarterly reports by 15 th of the month following quarter end (or the nearest working day), from quarter end from March 2018 for the duration of the trial.	100%	Reports received on time.	SO2 Ed Cap
2	Apprentice Satisfaction	Conduct Learner Feedback questionnaires on a quarterly basis and submit an annex summarising the findings as part of the interim report submission, by 15 th of the month following quarter end from March 2018 for the duration of the trial.	90% Student Satisfaction	Feedback questionnaire responses.	Contractor & SO2 Ed Cap.
3	Employer Mentor Satisfaction	Conduct Employer Mentor Feedback questionnaires on a quarterly basis and submit an annex summarising the findings as part of the interim report submission, by 15 th of the month following quarter end from March 2018 for the duration of the trial.	75% Satisfaction	Feedback questionnaire responses.	Contractor & SO2 Ed Cap
4	Individual Learning Plans (ILPs)	ILPS are to be updated for each learner on a quarterly basis and submitted to the learner no later than 7 days after the review date and copied to SO2 Ed Cap.	100%	Receipt of ILPs	SO2 Ed Cap
5	Response Time	Respond to learner and employer queries within 2 working days of receipt of an enquiry.	100%	Receipt of responses.	SO2 Ed Cap
6	MAYTAS database	All apprenticeship activities required to substantiate completion of funding to be recorded on MAYTAS and in the learner file by the 7 th day following each month end.	100%	Updating of MAYTAS	BSS
7	QIPS/SARS	Update QIPs and SARs on a regular basis and submit to the Authority as part of the interim quarterly report by 15 th of the month following quarter end (or the nearest working day), from quarter end from March 2018 for the duration of the trial.	100%	Inclusion in Quarterly Reports.	SO2 Ed Cap

8	Learner Issues	Inform the Authority of learner difficulties with timely submission of assignments and failures to meet standards on formative assessments/assignments by the 7 th day following marking/moderation completion.	100%	Contractor providing a full list of assignments received/not received by the 7 th day following marking/moderation completion.	SO2 Ed Cap
---	----------------	--	------	---	------------

Schedule 1 - Definitions of Contract

Core Definitions

Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
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 clause H2.b;
Business Day	means any day excluding: <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
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: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
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 supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
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 provide 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 6 - 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 services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> 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; <p>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;</p>
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;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
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 SC3 Condition "Delivery / Collection" 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;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;

Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
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.

Appendix A to Schedule 1 – Core+ Definitions of Contract

Core+ Definitions

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 to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract);
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
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
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
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);
Employee	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. (This definition only applies to the narrative condition “Security Measures”);
Evidence	means either: a. 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 b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;
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;
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 “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services”, 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”;

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;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk ;
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 intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Overseas Packaging	shall mean non UK or Foreign 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. The PDA should be MPAS registered or accepted as having an equivalent certification;
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;
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: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by products but excluding sawmill co-products which fall within the category of Virgin Timber; 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;
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;

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced from Information at www.dstan.mod.uk/faqs.html;

Subcontractor

means any subcontractor of the Contractor or associated company at any level of the supply chain who provides contractor deliverables wholly or substantially in connection with this contract.

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;

Virgin Timber

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

Schedule 2 - Schedule of Requirements for Services for Contract No: CB/BFG/0134
For: Chartered Manager Degree Apprenticeship Trial for WCs and NCOs.

Item Number	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex-VAT)
1	Develop, design and submit a bespoke CMDA course package to meet the requirements of Army personnel, as stated at Serial 1 of the Schedule 5 Specification.	Design to take place between the date of Contract Award and the start of training to be from 08/01/2018. (Note: Conditions D1 Third Party Intellectual Property and J DEFCON 703 apply.)	0
2	Delivery of bespoke CMDA course package in accordance with the Specification, for 30 Service personnel.	Price to be fully inclusive of all costs associated with the training and end point assessments and to include price breaks for credits	708,100
3	OPTION: Delivery of bespoke CMDA course package in accordance with the Specification, for an additional 60 Service personnel, in accordance with Condition K.2.	Price to be fully inclusive of all costs associated with the training and end point assessments and to include price breaks for credits	1,111,400

Note: Any associated goods shall be covered at Annex A to Schedule 2

Schedule 2 - Schedule of Requirements for Services for Contract No: CB/BFG/0134

For: Chartered Manager Degree Apprenticeship Trial for WOs and NCOs.

Annex A to Schedule 2 (Schedule of Requirements for Associated Goods) for Contract No: CB/BFG/0134

For: Chartered Manager Degree Apprenticeship Trial for WOs and NCOs.

<u>Contractor Deliverables</u>									
er	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
			NOT USED						
Total Firm Price									
Item Number	Consignee Address (XY code only)								

Schedule 3 - Contract Data Sheet for Contract No: CB/BFG/0134

Condition A9 Governing Law	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.d shall apply</p> <p>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 A9.g (if applicable) are as follows:</p>									
Condition A22 Termination for Convenience	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>									
Condition A24 Contract Period	<p>The Contract expiry date shall be: 31/12/2022</p> <p>At the end of this period the Authority shall have the option to extend by a further year to 31/12/2023, or parts thereof. The option to extend will be exercised no later than 30/09/2022.</p>									
Clause B1.b.(1) Contractor's Obligations – Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 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.</p> <p>Other Quality Assurance Requirements: NONE</p>									
Condition C1 Contract Price (Excl. Vat)	<p>All Schedule 2 line items shall be Firm Price other than those stated below:</p> <table border="0"> <tr> <td>Line Items</td> <td>Clause K</td> <td>refers</td> </tr> <tr> <td>Line Items</td> <td>Clause K</td> <td>refers</td> </tr> <tr> <td>Line Items</td> <td>Clause K</td> <td>refers</td> </tr> </table>	Line Items	Clause K	refers	Line Items	Clause K	refers	Line Items	Clause K	refers
Line Items	Clause K	refers								
Line Items	Clause K	refers								
Line Items	Clause K	refers								
Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Contract Review meetings</p> <p>Frequency: Biannually.</p> <p>Location: Army HQ, Andover, Hants.</p> <p>Type: Quarterly reviews between the Contractor, Mentor & Learner</p> <p>Frequency: Quarterly</p> <p>Location: TBA</p>									

	<p>Type: Formal Assessment between the Contractor, Employer Mentor and Learner (Serial 14 of Schedule 5)</p> <p>Frequency: Annually</p> <p>Location: TBA</p> <p>Type: Report to Authority on routine aspects of CMDA Trial progress.</p> <p>Frequency: Monthly</p> <p>Location: Phone call or face-to-face - TBA</p>
Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: CMDA Course Package Report submitted prior to course delivery on 08/01/2018 (Serial 2 of Schedule 5).</p> <p>Frequency: one-off</p> <p>Content: As per the Specification at Schedule 5.</p> <p>Type: Interim Quarterly Reports, Learner Satisfaction Quarterly Feedback Reports, Quarterly Commentary</p> <p>Frequency: Quarterly</p> <p>Content: As per the Specification at Schedule 5.</p> <p>Type: Final report as per the Specification at Schedule 5</p> <p>Frequency: One-off to be delivered at the end of the Contract.</p> <p>Content: As per the Specification at Schedule 5 (to include but not be limited to: costs incurred to date against work undertaken)</p> <p>Method of Delivery: Email</p> <p>Delivery Address: [REDACTED]</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: [REDACTED]</p> <p>Project Manager: [REDACTED]</p> <p>Payment: DBS Liverpool</p>
Clause H3.a.(3) Notices	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial, Bldg 5, Catterick Barracks, Detmolder Strasse 440, 33605 Bielefeld, Germany</p> <p>Contractor:</p>
Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Condition K1 Certificate of Conformity (Core+ Only)	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Line Items:</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Line Items: _____</p>
Condition K2 Marking of Contractor Deliverables (Core+ Only)	<p>Special Marking requirements:</p> <p>_____</p>
Condition K3 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances (Core+ Only)	<p>A completed SC3 Core Plus Schedule "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: <u>ArmyComrel-BFG-ProcTL@mod.uk</u></p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <u>DSA-DLSR-MovTpt-DGHSIS@mod.uk</u></p> <p>or if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG-HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause K4.i Timber and Wood-Derived Products (Core+ Only)	<p>A completed SC3 Core Plus Schedule "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:</p> <p>The Authority's Representative (Commercial)</p> <p>or, if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date:</p>
Clause K5.b Rejection (Core+ Only) (Note: If no period is inserted here the time period shall be 20 Business days)	<p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>

<p>Clause K6.a Delivery (for Schedule 2, Appendix A items) (Core+ Only)</p>	<p>The transport requirements shown below are applicable:</p> <p>Line Items _____</p> <p>To be Delivered by the Contractor (See box "Delivery by the Contractor" below)</p> <p>Line Items _____</p> <p>To be Collected by the Authority (See box "Collection by the Authority" below)</p>
<p>Clause K6.b Delivery by the Contractor (for Schedule 2, Appendix A items) (Core+ Only)</p>	<p>(Where applicable, see box "Delivery" above.)</p> <p>Special Delivery Instructions:</p> <p>_____</p> <p>Each consignment of the Contractor Deliverables to be accompanied by:</p> <p>Line Items _____ Delivery Note</p> <p>Line Items _____ Delivery Note</p>
<p>Clause K6.c Collection by the Authority (for Schedule 2, Appendix A items) (Core+ Only)</p>	<p>(Where applicable, see Box "Delivery" above)</p> <p>Special Collection Instructions:</p> <p>_____</p> <p>Each consignment of the Contractor Deliverables to be accompanied by:</p> <p>Line Items: _____ Delivery Note</p> <p>Line Items: _____ Delivery Note</p> <p>Consignor Address:</p> <p>Line Items: _____ Address: _____</p> <p>Line Items: _____ Address: _____</p> <p>Consignee Address Details:</p> <p>Line Items: _____ Address Details: _____</p> <p>Line Items: _____ Address Details: _____</p> <p>Line Items: _____ Address Details: _____</p>
<p>Condition K7 Self to Self Delivery (Core+ Only)</p>	<p>Is Self to Self Delivery required:</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes, Delivery address applicable:</p> <p>_____</p>
<p>Clause K16.a Limitation of Contractor's Liability</p>	<p>The Contractor's liability under, or in relation to, the contract shall be limited in respect of the following risks as set out below:</p>

	<ul style="list-style-type: none"> a. loss of, or damage to Issued Property - £6M; b. loss of, or damage to, Contractor Deliverables - £6M; c. Third Party claims - £6M; d. death, personal injury, or damage to property arising from maritime claims - £M; e. Default - £6M; f. negligence - £6M; <p>consequential/indirect costs - £6M.</p>
<p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p>	<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED] SO3 Commercial BFG Proc 4

Address: Army Commercial BFG, Bldg 5, Catterick Barracks,
Detmolder Strasse 440, 33605 Bielefeld, Germany.

Email: [REDACTED]

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

Name: [REDACTED]

Address: S02 Ed Cap, Individual Development Branch, ILD 33, Army
Headquarters, Blenheim Building, Marlborough Lines, Andover, Hants.
SP11 8HJ

Email: [REDACTED]

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box
2)**4. (a) Supply / Support Management Branch or Order Manager:**
Branch/Name:

Tel No:

(b) U.I.N. A0050L

5. Drawings/Specifications are available from

See box 2.

6. THIS BOX IS INTENTIONALLY 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.dif.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 53972. 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:
N/A**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 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight CentreIMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117
913 8946EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913
8946**B. JSCS**

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

JSCS Fax No. 01869 256837

www.freightcollection.com**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](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-OpsFormsandPubs@mod.uk**NOTE*** Many **DEFCONs** and **DEFFORMs** can be obtained from the
MOD Internet Site:<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No:
CB/BFG/0134**

1. Authority Changes

a. Subject always to condition A2 (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 condition 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 A2 (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 4.b.(1).

5. Contractor Changes

a. 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 3.b, and the process at condition 4 shall apply.

THE PROVISION OF THE CHARTERED MANAGER DEGREE APPRENTICESHIP TO ARMY WARRANT OFFICERS AND SENIOR NON-COMMISSIONED OFFICERS AS A TRIAL

STATEMENT OF REQUIREMENTS

1. The Contractor shall deliver all components of an appropriate Chartered Manager Degree Apprenticeship (CMDA), as described in Appendix 1 to this Annex, for 30 Service personnel in the rank range of Sergeant to Warrant Officer 1. This contract will run until all personnel on the trial programme have completed the CMDA. There may be an opportunity for this requirement to be extended during the trial for up to an additional 60 personnel, pending financial approval.
2. Apprenticeships are an integrated programme of learning comprising on and off the job training. Apprenticeship Standards are a holistic statement of the knowledge, skills and behaviour required by an industry-recognised competent tradesperson. They require an independent end-point assessment and appropriate Functional Skills.
3. The Contractor shall deliver all components of the CMDA, for personnel (rank ranged Sergeant to Warrant Officer 1) selected for the trial programme, in accordance with the regulations laid down by the Institute for Apprenticeships and in accordance with current (as periodically amended) Army Apprenticeships (AA) Standard Operating Procedures (SOP), Education and Skills Funding Agency (ESFA) guidelines, Higher Education Funding Council for England (HEFCE) requirements, Quality Assurance Agency (QAA) for Higher education at Level 6 guidelines, Chartered Management Institute (CMI) Chartered Manager status criteria and, where applicable Office for Qualifications and Examinations Regulation (Ofqual), which will include (but not exclusively):

Ser	Output & Purpose
1.	Develop and design a bespoke CMDA course package, to meet the requirements of Army personnel (for the Warrant Officer and Senior NCO cohort) and ensuring all aspects of the Standard are met, to be ready for delivery by 8 Jan 18.
2.	Submit a CMDA course package report detailing the design specification including, enabling objectives/key learning points, assessment specification, learning scalar/specification to the Authority prior to course delivery.
3.	Ensure any accreditation of prior learning and achievement through knowledge, experience and behaviour for personnel taking part in the CMDA trial is taken into account and that the length/content and price of the CMDA programme is reduced accordingly. The CMDA will last for at least one year and the duration of programme for each individual will be agreed prior to the delivery of the programme.
4.	Select, prepare and enrol soldiers onto the CMDA in partnership with the Authority. Selection must be in accordance with the CMDA Standard entry requirements and the Authority's selection criteria for the trial of an English and maths Level 2 qualification and a relevant Level 3 qualification.
5.	Report and accurately complete the Individualised Learner Record (ILR) for CMDA programme trial personnel iaw the appropriate ESFA funding rules and regulations.
6.	Produce an Individual Learning Plan (ILP) for each individual. Accredited any prior achievement where applicable to the completion of the apprenticeship Standard. The ILP must contain the agreed prices for training and end-point assessment once confirmed.
7.	Deliver training to meet any education or training gap in the Standard that is not accredited as a prior achievement, in accordance with the off-the-job training requirements.
8.	In the delivery of the Standard, the Contractor is responsible for the coordination of the end-point assessment (EPA) in accordance with the Apprenticeship technical funding guide ¹ and the requirements of the CMDA standard assessment plan.
9.	The Contractor will be responsible for any separate contract requirements between itself and the independent apprentice assessment organisation and have a written agreement in place with the assessment organisation to make payment to them for conducting the EPA in line with ESFA funding rules. The written agreement must set out the arrangements for sharing relevant information about the apprentice so EPA and certification can take place, including arrangements for any re-takes and payments. The independent apprentice assessment organisation used by the Contractor must be approved by the Authority.

¹ SFA Apprenticeship technical funding guide for starts from May 2017 which may be subject to revision from time to time

10.	The Contractor will ensure that the costs of the EPA, costs associated with the completion certification and costs of external quality assurance involving an external body are included within the total cost of delivering the CMDA Standard.
11.	In consultation with the Authority, conduct the Gateway review leading to the EPA ² for each individual taking part in the trial.
12.	Ensure that learners develop a portfolio of evidence and complete a synoptic work-based project in accordance with CMDA assessment plan requirements.
13.	Ensure all apprentices are registered as an Affiliate Member of the CMI within six weeks of the start of the CMDA.
14.	Conduct, as a minimum, quarterly reviews between the Contractor, the employer mentor and the learner and a formal annual assessment of progress to assess apprentice performance and agree remediation, where appropriate. Raise concerns of learner progress to the Authority as appropriate.
15.	Conduct all formative assessments on a regular basis required for the delivery of the CMDA in agreement with the Authority.
16.	<p>Provide administrative support to the learners undertaking the apprenticeship programme in accordance with the ESFA funding regulations³, Institute for Apprenticeships regulations, HEFCE, QAA, CMI and the specific requirements of the Authority as laid down in the Army Apprenticeships SOP⁴. This will include but not be limited to:</p> <p>a. MAYTAS data entry to create and maintain the complete individual learner record.</p> <p>b. Track learner progress using MAYTAS, ensuring that all apprenticeship activities required to substantiate completion or funding are recorded on MAYTAS and in the learner file.</p> <p>c. Hold and maintain, on behalf of the Authority, all evidence as required in the evidence pack as stated in the ESFA Apprenticeship Funding: Rules for Training Providers, including the commitment statement.⁵</p> <p>d. Maintain hard copy or electronic files and other records in accordance with ESFA and Authority requirements. These files and records shall be made available to the Authority or ESFA, for inspection/audit, on request.</p>
17.	Provide the Authority with a Final Report and interim reports in Mar, Jun, Sep and Dec during the CMDA trial on the effectiveness of the chosen delivery model, identifying lessons and making recommendations for any future Authority delivery programmes of degree apprenticeships. Support any external body inspection requirements.
18.	Ensure that the CMDA trial programme is compliant with current government priorities, regulations and requirements, and that it adopts national best practice in all aspects of quality of delivery.

Other Responsibilities

4. In meeting the outputs described above, the Contractor shall:
 - a. Report directly to the Authority on all business and educational aspects of the CMDA trial. Contact must be monthly, either face-to-face or via a phone call.
 - b. Have arrangements in place to complete any aspects of the Apprenticeship in Field Units.
 - c. Provide rigorous quality assurance of its own management and delivery activities to meet the standards of the QAA Higher Education Framework at Level 6, ESFA, Ofsted and the Authority.

² The gateway review requirement shall be in line with the CMDA apprenticeship Standard and the associated assessment plan.

³ The requirements of the SFA, SSC and Awarding Bodies are subject to change and the contractor shall be required to ensure that the Apprenticeship Programme conforms to the most recent requirements.

⁴ SOP essential for the delivery of the requirement are available through the Army Apprenticeship Moodle site. Army Apprenticeship SOP are subject to revision and the contractor shall ensure that their operations conform to the most recent.

⁵ Apprenticeship Funding: Rules and Guidance for Training Providers May 2017 to March 2018 or subsequent revisions.

- d. Contribute to the development and implementation of Army CMDA Self Assessment Reports (SAR) and Quality Improvement Plans (QIP) as laid down in Army Apprenticeship SOP. The QIP shall be reviewed monthly with the Army CMDA Relationship Manager in accordance with AA SOP.
- e. Assist the Authority in preparations for and execution of ESFA, HEFCE, NAO, Internal Defence audits/inspections and the provision of statistics/reports relating to the Contract. As required by the Authority, to provide all learner records, financial information or internal/external correspondence relating to this Contract.
- f. Maintain data quality through the regular use of data quality diagnostic toolkits such as the ESFA Data Self-Assessment Toolkit (DSAT) and rectify all errors identified by these toolkits and report, as required, by the Authority.

Apprenticeship MIS

- 5. The Contractor shall use the MAYTAS database provided by the Authority or such other system as directed by the Authority. The Authority provided MAYTAS system shall be the sole system for the reconciliation of finance. The Contractor shall conform to the requirements of the Authority for the input of learner data and the maintenance of learner records.
- 6. The Contractor shall provide its own ICT and connectivity for accessing this database.

Compliance with ESFA sub-contracting requirements

- 7. In accordance with the ESFA Apprenticeship Funding and Performance-Management Rules for Training-Providers (Clauses 142.1 – EP 142.9), the Contractor shall:
 - a. Adhere to ESFA funding rules.
 - b. Provide the Authority with ILR data, ensuring that data returns to the ESFA accurately reflect delivery information.
 - c. Allow the ESFA or any other person nominated by the ESFA, access to the Contractor's premises and all documents related to their delivery of apprenticeships.
 - d. Provide the Authority with sufficient evidence to allow it to:
 - (1) Assess the Contractor's performance against HEFCE's Annual Provider Review or the requirements of the QAA Quality Code.
 - (2) Incorporate the Contractor's evidence into the Authority's SAR.
 - (3) Guide the judgements and grades within the Authority's SAR.
 - e. Always have suitably qualified staff available to provide apprenticeship training and/or on-programme assessment.
 - f. Inform the Authority if evidence of irregular financial or delivery issues arises. This could include, but is not limited to, non-delivery of training when funds have been paid, sanctions imposed by the QAA, allegations of fraud, an inadequate HEFCE inspection report, not meeting relevant QAA Quality Code indicators, allegations or complaints by apprentices, employers, staff members or other relevant parties.
 - h. Not to use ESFA funding to make bids for, or claims from, any European funding on their own behalf or on behalf of the Authority or ESFA.
 - i. Not to use payments made by the Authority as match funding for ESF projects.

Dealings with the Awarding/End Point Assessment Organisations

8. For the delivery of apprenticeship standards, the contractor shall, on behalf of the Authority, in accordance with clauses 109-120 of the ESFA apprenticeship funding rules⁶ and the Institute for Apprenticeships procedures:

- a. Hold the contract with the EPA organisation.
- b. In conjunction with the Authority, manage the administration of the EPA.
- c. Manage the distribution of certificates to personnel.

9. The Authority shall have the right to approve the EPA organisation for the CMDA.

10. The Contractor will provide interim quarterly reports to the Authority on the progress of the CMDA trial, including learner progress, lessons identified and the effectiveness of the delivery model. The Contractor will submit a final report which will include, but not exclusively, recommendations on the feasibility of introducing the CMDA and other degree apprenticeships more widely to the Warrant Officer and Senior NCO cohort.

11. The Contractor will provide a quarterly Quality Commentary for the Authority and Army Apprenticeship Management Board. The format and content of the Quality Commentary is detailed in Army Apprenticeships SOP. The Contractor will respond to the periodic analysis of performance statistics contained in the Performance Commentary produced by the Authority.

Measurement of Success

13. The Contractor will be evaluated on the management of an individual's performance on programme and completion rates. In addition, the contractor will be evaluated against the following KPIs:

a. **Interim Quarterly Reports.** Submit interim quarterly reports on 15th April, Jul, Oct and Jan or the nearest working day for the duration of the trial.

b. **Apprentice Satisfaction.** 90% Student Satisfaction. Conduct Learner Feedback questionnaires on a quarterly basis and submit an annex summarising the findings (quantitative and qualitative) as part of the interim report submission by the 15th Apr, Jul, Oct and Jan or the nearest working day for the duration of the trial.

c. **Employer Mentor Satisfaction.** 75% Employer Mentor satisfaction. Conduct Employer Mentor feedback questionnaires on a quarterly basis and submit an annex summarising the findings as part of the interim report submission by the 15th Apr, Jul, Oct and Jan or the nearest working day for the duration of the trial..

d. **ILPs.** ILPs are to be updated for each learner on a quarterly basis and submitted to the learner no more than 7 days after the review date.

e. **Response Time.** Respond to learner and employer queries within 2 working days.

f. **MAYTAS.** All apprenticeship activities required to substantiate completion or funding to be recorded on MAYTAS and in the learner file by the 7th day following each month end.

g. **QIPs/SARs.** Update QIPs and SARs on a regular basis and submit as part of the interim quarterly report to the Authority by the 15th Apr, Jul, Oct and Jan or the nearest working day for the duration of the trial.

h. **Learner Issues.** Inform the Authority of learner difficulties with timely submission of assignments and failures to meet standards on formative assessments/assignments by the 7th day following marking/moderation completion.

⁶ Apprenticeship Funding and Performance-Management Rules for Training Providers May 2017 to March 2018 or subsequent revisions.

Appendix 1 to Schedule 5

Specific Programme Information

1. **Demographics.** The CMDA trial is to be delivered to 30 soldiers (within the rank range of Sergeant to Warrant Officer Class 1). There may be scope to increase delivery by up to a further additional 60 soldiers during the trial. The contractor must therefore be able to deliver this programme for up to 90 soldiers.
2. **Qualification.** The apprenticeship qualification to be delivered is the Chartered Manager Degree Apprenticeship (Bachelor's honours degree in Business Leadership and Management and Chartered Manager status).
3. **Standard.** The Apprenticeship standard to be delivered is below:

Apprenticeship Title	Level	Planned Delivery start date	CEG	Length of Stay
Chartered Manager Degree Apprenticeship	6	Jan 18	Leadership and Management	

4. **Location of Learners.** Learners can be located (but not limited to) throughout the UK, Germany and Cyprus.

**Schedule 6 - Contractor's Commercially Sensitive Information Form
(i.a.w Condition A14)**

Contract No: CB/BFG/0134

Description of Contractor's Commercially Sensitive Information:

N/A

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):

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: Information Disclosure Officer

Address: University House, Winston Churchill Avenue, Portsmouth. PO1 2UP

Telephone Number: [REDACTED]

Email Address: [REDACTED]

Schedule 7 - Deliverables – IPR and Relevant DEFCONS

Deliverable	DEFCON
MAYTAS data	703
Interim Quality Reports	90
Learner Feedback Questionnaires (blank template)	90
Learner Feedback Questionnaires (completed)	703
Employer Mentor Feedback Questionnaires (blank template)	90
Employer Mentor Feedback Questionnaires (completed)	703
Individual Learning Plans (blank template)	90*
Individual Learning Plans (completed)	703
Individualised Learner Record (blank template)	90
Individualised Learner Record (completed)	703
Quality Improvement Plan (QIP)	90
Self Assessment Reports	90
Any correspondence/meeting RODs	90
CMDA Course Package Report	90
CMDA Final Report	90
Any work produced by Apprentices	703

All references to DEFCON 90 include the note added at the foot of the DEFCON 90 text at Section J.

Schedule 8 – Cyber Implementation Plan


Cyber security assurance

The University of Portsmouth hereby notifies the Authority that it does not hold a cyber essentials certificate, however, it wishes to notify the Authority that it will seek to agree a Cyber Security Implementation Plan with the Authority, as per the below:

Cyber Implementation Plan

Contract Title	Chartered Manager Degree Apprenticeship Trial
MOD Contract number	CB/BFG/0134
CSM Risk Reference	RAR-X5Z3HHAC
CSM Risk Level	Very Low
Name of Supplier	University of Portsmouth Higher Education Corporation
Current level of Supplier compliance	Not formally compliant with Cyber Essentials, however, the University has existing, robust systems in place to securely handle data and is actively pursuing accreditation under Cyber Essentials.
Reasons unable to achieve full compliance	There are no obstacles to compliance, and the University is actively seeking accreditation under Cyber Essentials.
Measures planned to achieve compliance/mitigate the risk	<p>Following activities to address any possible compliance gaps within the scope of compliance.</p> <ol style="list-style-type: none"> 1. The University will engage with an authorised certification body. 2. Complete the on-line SAQ <ol style="list-style-type: none"> a. Identify gaps b. Perform risk assessment re: gaps c. Apply appropriate controls to mitigate the risks 3. Certification Body assesses our

	compliance with the CE framework 4. Achieve CE plus following site visit and vulnerability scan
Anticipated date of compliance/mitigations in place	01/03/2018

Risk Accepted	Yes. Formal notification from the supplier is required once planned measures have been taken to mitigate risk.
Notified (If applicable)	SO1 Pol, I Dev
Decision recorded on tool	
Name	
Position	SO2 Ed Cap, I Dev
Date	1 Sep 17

