

CONNECTIVITY CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 32

MEASURES IN A CRISIS

for Contract Number DCNS/080

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CONSOLIDATED SCHEDULE 32

MEASURES IN A CRISIS

This Consolidated Schedule provides a consolidated version of the Customer Authority's special terms relating to measures in a crisis.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

1 INTRODUCTION

1.1 This Consolidated Schedule sets out:

- 1.1.1** the measures that the Customer Authority may require in a crisis, including upon the occurrence of a Force Majeure Event (see Paragraph 2 below);
- 1.1.2** relevant charging provisions (see Paragraph 3 below); and
- 1.1.3** provisions regarding the deployment of Contractor Personnel and the provision of support for deployed operations (see Paragraph 4 below and Appendices 1 and 2 to this Consolidated Schedule).

2 MEASURES IN A CRISIS

2.1 The provisions of this Consolidated Schedule are in addition to (and not in substitution for) the provisions of Clause 42 (*Force Majeure*) of this Consolidated Contract.

2.2 The Customer Authority may notify the Contractor in writing (including by email) if, at any time, in view of:

- 2.2.1** the national interest, the requirements of national security or the occurrence of a state of war or other emergency (whether or not involving hostilities); or
- 2.2.2** a request to the Customer Authority by a local authority, public body, or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster,

(whether or not such interest, requirements, state of war, emergency, major accident, crisis or natural disaster is a Force Majeure Event), the Customer Authority believes that it is necessary or appropriate to take all or any of the measures described in Paragraphs 2.5 to 2.7 below (such notice being a "**Crisis Notice**"). Each Crisis Notice shall specify the region(s) to which it applies.

2.3 Upon and after issuing a Crisis Notice, the Customer Authority shall be entitled to exercise all or any of its rights pursuant to Paragraphs 2.5 to 2.7 below from time to time in connection with the circumstance(s) and issue(s) giving rise to the issuance of the Crisis Notice, including in connection with addressing, resolving or mitigating the effects of such circumstance(s) and issue(s).

2.4 If a UK statutory direction is placed upon the Contractor, the Contractor shall not be obliged to comply with instructions of the Customer Authority (whether such instructions are provided within, or pursuant to, a Crisis Notice), to the extent that such instructions are contrary to such UK statutory direction. In such a case, the Contractor shall instead comply with instructions of the Customer Authority to the extent that they are not contrary to such UK statutory direction.

- 2.5** The Customer Authority may require the Contractor, within such reasonable period as may be specified by the Customer Authority, to provide such information as the Customer Authority may in its sole discretion require, including information relating to all or any of the following matters:
- 2.5.1** the Services which are either currently being carried out or which are due to be carried out within a time period specified by the Customer Authority (specifying, if required, which Services and Service Elements are being provided to the Customer Authority or particular Indirect Customers);
 - 2.5.2** the Contractor's current deployment of Contractor Personnel, including information relating to the location of Contractor Personnel and the relevant Service (or Services as the case may be) that the Contractor Personnel are engaged in the provision of; and
 - 2.5.3** the respective capacity of each Service or of specific Service Elements or items of Equipment.
- 2.6** Upon providing the Customer Authority with the information requested pursuant to Paragraph 2.5 above, or upon expiry of the period specified by the Customer Authority for the supply of such information, the Contractor shall, at the request of the Customer Authority, discuss proactively and in good faith with the Customer Authority any matters which the Customer Authority, in its opinion, may consider relevant or appropriate to any proposals the Customer Authority may have for the reallocation, re-prioritisation or reorganisation of the Services provided, or to be provided, by the Contractor. Such discussions will aim to address effectively the circumstance(s) and issue(s) which gave rise to the issuing of a Crisis Notice, including the following matters:
- 2.6.1** the alteration (including the early completion, temporary or permanent suspension, or cancellation) of the provision of all or part of the Services; and
 - 2.6.2** the implementation of any new services,
- and the Contractor shall (acting in good faith) use all reasonable endeavours to reach agreement with the Customer Authority as a matter of urgency on such matters. Once such agreement has been reached, the Contractor shall issue a Contract Change Request in respect of the same in accordance with the Contract Change Procedure and shall act in accordance with such agreement.
- 2.7** Irrespective of whether any of the measures described in Paragraphs 2.5 and 2.6 above have been discussed, taken, required to be taken or completed, the Customer Authority may at any time and in its sole discretion following the issuance of a Crisis Notice require the Contractor to comply with any reasonable written instructions issued by the Customer Authority, including instructions in relation to all or any of the following matters:
- 2.7.1** the alteration (including the early completion, temporary or permanent suspension, or cancellation) of the provision of all or part of the Services, in which case the Contractor shall procure that any such alteration and the implementation of such alteration is carried out on such terms with such parties which result in the least possible loss or damage to the Contractor;
 - 2.7.2** making changes to this Consolidated Contract required by the Customer Authority prior to the Parties following Consolidated Schedule 16 (*Contract Change Procedure*) of this Consolidated Contract. If any changes required by the Customer

Authority survive the issue of a notice under Paragraph 2.8 below, the Contractor shall promptly (and in any event within one (1) Working Day) raise a Contract Change Request in respect of such changes; or

2.7.3 the Contractor bringing under the administration and control of the Customer Authority, using or making available for use, any Contractor Personnel, Equipment, Service or any Service Element, in accordance with the Customer Authority's directions.

2.8 Following the issue of a Crisis Notice, the Contractor shall comply with the provisions of Paragraphs 2.5 to 2.7 above until such time as the Customer Authority notifies the Contractor in writing that this is no longer a requirement in connection with the circumstance(s) and issue(s) giving rise to the issue of that Crisis Notice.

2.9 In respect of any Crisis Notice, until such notice is issued in accordance with Paragraph 2.8 above, the Contractor shall provide regular updates to the Customer Authority on its ability to perform the Services whilst the circumstance(s) and issue(s) giving rise to the issuing of that Crisis Notice are on-going. The Contractor shall communicate any concerns to the Customer Authority promptly and shall ensure that there is an informed exchange of information throughout the period beginning on the date on which the Crisis Notice is issued and ending on the date that the Customer Authority notifies the Contractor in accordance with Paragraph 2.8 above.

3 CHARGES

3.1 The Charges payable in connection with the alteration (including the early completion, or temporary or permanent suspension, or cancellation) of the provision of all or part of the Services in response to a Crisis Notice and the circumstances and issues which gave rise to the issuing of a Crisis Notice shall be calculated in accordance with Clauses 42 (*Force Majeure*) and 49 (*Payments Made on Termination*) of this Consolidated Contract, and Consolidated Schedule 9 (*Charges and Invoicing*).

3.2 Without prejudice to Paragraph 3.1 above, to the extent that any work undertaken by the Contractor in accordance with the Customer Authority's reasonable written instructions during the time period that: (a) starts on the date on which the relevant Crisis Notice is issued; and (b) ends on the date on which a further notice is issued in accordance with Paragraph 2.8 above, is not covered by express terms of this Consolidated Contract (including a CCN) or any other express written agreement between the Parties:

3.2.1 the Customer Authority shall pay to the Contractor an amount calculated in accordance with the principles set out in Paragraph 9 (*Changes to the Charges*) of Consolidated Schedule 9 (*Charges and Invoicing*) as if such work had been undertaken in connection with the implementation of a Contract Change; and

3.2.2 the Contractor shall not be considered to be in breach of its obligations under this Consolidated Contract (but only where its failure to perform its obligations is as a direct result of its compliance with such reasonable written instructions).

4 DEPLOYMENT AND SUPPORTING DEPLOYED OPERATIONS

4.1 In the event that any of the Contractor Personnel are brought under the administration and control of the Customer Authority in support of a war or conflict in accordance with Paragraph 2.7.3 above, then the Contractor shall be indemnified as set out in Appendix 1

to this Consolidated Schedule (originating from DEFCON 661). Any Crisis Notice shall specify the region to which such indemnity will apply.

- 4.2** The Customer Authority may also (without issuing a Crisis Notice) request from time to time that the Contractor provides support to any military action or the carrying out of any strategic, operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvre needed to gain the objectives of any battle or campaign. In such circumstances, the provisions of Paragraphs 1 to 4.1 of this Consolidated Schedule shall not apply and in their place, any agreement for the provision of such support will be drawn up in accordance with the CONDO guidelines shown in Appendix 2 to this Consolidated Schedule (originating from DEFCON 697) and in accordance with the Standards and any successor documents published from time to time. In these circumstances the Contractor shall use reasonable endeavours to provide such support as requested.
- 4.3** The Contractor shall comply with all of the conditions set out in Part 1 of Appendix 2 to this Consolidated Schedule.
- 4.4** The Contractor shall ensure that all of the conditions set out in Part 2 of Appendix 2 to this Consolidated Schedule are incorporated into any Sub-contracts that it enters into.

APPENDIX 1
WAR RISK INDEMNITY
(DEFCON 661 EDITION 10/66)

1 In this Appendix 1:

- (a) the expression "**War Risks**" means risks in respect of which the Contractor's policy of insurance contains an exclusion or limitation upon claims applicable by reason of a War Risk Exclusion Clause;
- (b) the expression "**War Risk Exclusion Clause**" means a provision in the Contractor's policy of insurance excluding or limiting claims by the Contractor by reference to activities that include war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power and attempts at usurpation of power or activities of a similar nature;
- (c) the expression "**Sub-contractor**" means a subcontractor at any level of subcontracting.

2 Notwithstanding any other provisions of the Consolidated Contract, but subject to the provisions of this Appendix 1, the Customer Authority shall indemnify the Contractor in respect of the liabilities, losses, payments and damage described in sub-clauses (a) to (h) inclusive of this Clause 2, where and to the extent that such liabilities, losses, payments or damage are directly attributable to a War Risk and the involvement or requirement for the involvement, for the purpose of work under the Consolidated Contract of any employees or property of the Contractor in circumstances to which the War Risk Exclusion Clause applies:

- (a) all liability in respect of claims and proceedings (including reasonable settlements thereof) made or brought against the Contractor by employees of the Contractor, their dependants, executors or administrators, in respect of death, injury, sickness, capture or detention of the Contractor's employees, or loss of or damage to employee's property, and against all costs and expenses reasonably incurred in respect of such claims and proceedings;
- (b) all liability in respect of claims and proceedings (including reasonable settlements thereof) made or brought against the Contractor by third parties (other than the Contractor's employees) arising from the acts or omissions of the Contractor's employees;
- (c) any loss of or damage to property of the Contractor, and the loss of use of such property, including any payment made in respect of the necessary hire of suitable property required for performing the Consolidated Contract or other activity dependent on such property pending the return, replacement or repair of such property, but excluding loss of profit;
- (d) any reasonable payment made to any employee or his dependants, executors or administrators ordinarily payable in respect of absence from work as a result of injury, sickness, capture or detention, or other reasonable allowance or compensation or gratuity where such payment was necessarily incurred by the Contractor for the purpose of enabling him to perform the Consolidated Contract and the payment was not otherwise payable as of right or as a matter of discretion

under any statutory provision or by reason of length of employment with the Contractor;

- (e) any reasonable payment made in respect of the hire or employment of suitable staff to replace employees absent from work as a result of injury, sickness, capture or detention, when such replacement staff are necessary for performing the Consolidated Contract or other activity dependent on the availability of the absent employees, pending their return to work;
- (f) any payment made, where the Customer Authority has not otherwise made provision (e.g. treatment or transportation provided without charge by the Customer Authority), in respect of:
 - (i) the reasonable costs of treatment of any employee properly prescribed by a qualified medical practitioner; or
 - (ii) reasonable medical repatriation costs; and
 - (iii) reasonable funeral and associated transportation costs,

where the Contractor has necessarily incurred a commitment to make such payment for the purpose of enabling him to perform the Consolidated Contract, and the payment was not otherwise payable as of right or a matter of discretion under the pre-existing terms of the Consolidated Contract of employment of that employee, and that employee's condition would not have arisen by virtue of his employment at his normal place of work;

- (g) any loss of, or damage to, or loss of use of property of the Customer Authority made available to the Contractor for the purpose of performing the Consolidated Contract, including any payment made in respect of the hire of suitable property necessary for performing the Consolidated Contract or other activity dependent on such property pending the return, replacement or repair of such property but excluding loss of profit;
- (h) any additional payments reasonably incurred to maintain the insurance cover referred to in sub-clause 3(a) below and expressly required by reason of performance of the Consolidated Contract.

3 The Customer Authority shall not indemnify the Contractor in respect of any claim, proceedings, cost, expense, payment, loss or damage which arises from:

- (a) any risks in respect of which the Contractor is insured;
- (b) any risks which, although uninsured, the Contractor could reasonably have been expected to have been able to insure;
- (c) malicious acts, acts of sabotage, strikes, riots, civil commotion or labour disturbances other than where such activities occur in support of or as a direct result of activities described in sub-clause 1(b) of this Appendix 1 above;
- (d) performance of the Consolidated Contract within the territories listed at Schedule 1 to this Appendix 1;
- (e) wilful misconduct, lack of good faith, or negligence on the part of the Contractor, his officers, servants or agents;

- (f) the wilful disregard of instructions properly given to employees (including but not limited to officers, servants or agents) of the Contractor by the Customer Authority (who for the purposes of this Appendix 1 shall include members of Her Majesty's armed forces and members of any other armed forces with whom the Customer Authority is acting in concert);
 - (g) activities undertaken by the Contractor, his officers, servants or agents for purposes other than performance of the Consolidated Contract except where those activities are in compliance with instructions properly given to employees of the Contractor by the Customer Authority (who for the purposes of this Appendix 1 shall include members of HM Armed Forces and members of any other Armed Forces with whom the Customer Authority is acting in concert);
 - (h) use of any property of the Contractor, his officers, servants or agents for purposes other than performance of the Consolidated Contract except where such use is in compliance with instructions properly given to employees of the Contractor by the Customer Authority (who for the purposes of this Appendix 1 shall include members of HM Armed Forces and members of any other Armed Forces with whom the Customer Authority is acting in concert);
 - (i) activities undertaken by the Contractor, his officers, servants or agents which contravene any code of conduct or similar guidance issued by the Customer Authority for the purposes of defining the Customer Authority's reasonable expectations of the conduct of the Contractor, his officers, servants or agents in the theatre of operations; or
 - (j) payments of any nature whatsoever to pension funds or schemes operated by or on behalf of the Contractor or any Sub-contractor, or any fund or scheme relating to an individual officer, servant or agent of the Contractor, including but not limited to lump sum death benefit, pension payment, compensation payment or redundancy payment.
- 4** The Customer Authority shall not indemnify the Contractor in respect of any claims, proceedings, costs, expense, payments, loss or damage for which the Contractor has made provision, other than for insurance cover, in the Charges.
- 5** The Customer Authority shall not indemnify the Contractor where the Contractor and the Contractor's insurer under the Contractor's policy of insurance in respect of property or third party liability are connected persons. Any question whether the Contractor and its insurer are connected persons shall be determined in accordance with the provisions for determining such question that are set out in section 839 of the Income and Corporation Taxes Act 1988.
- 6** Subject to any Sub-contractor of the Contractor observing and performing the terms of Clause 7, such Sub-contractor shall be entitled to the benefit of and to enforce this Appendix 1 as if the relevant Sub-contractor were the Contractor.
- 7** It is a pre-condition to any liability of the Customer Authority under this indemnity that the Contractor shall:
- (a) as soon as reasonably practicable notify the Customer Authority of any occurrence, claim or proceedings that may be expected to give rise to liability of the Customer Authority under this Appendix 1;

- (b) provide evidence or proof of any claim, proceeding, cost, expense, loss or damage in the manner and form reasonably requested by the Customer Authority; and
- (c) promptly furnish to the Customer Authority copies of all pertinent papers received by the Contractor and which may be reasonably required by the Customer Authority.

8 The Customer Authority shall make available to the Contractor a copy of the relevant findings of any military board of Inquiry into any matter which gives rise to a liability on the Customer Authority under this Appendix 1.

APPENDIX 2
CONDITION TO BE INCLUDED IN RELEVANT SUBCONTRACTS
(APPENDIX TO DEFCON 697)

PART 1

General

- 1** This Appendix 2 and Defence Standard (Def Stan) 05-129 (Issue 5) shall become effective when a requirement under the Consolidated Contract requires the Contractor or its Sub-contractors or both, to Deploy to undertake tasks at Expected Work Locations in a CONDO Applicable Area (CAA) identified in CONDO Form 2.
- 2** If there is any conflict between the terms of this Appendix 2 and Def Stan 05-129 (Issue 5), the terms of this Appendix 2 shall prevail.

Definitions and Interpretation

- 3** In this Part 1 of this Appendix 2, the following words and expressions shall have the meanings set respectively against them:
 - (a) **"Arms"** means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Consolidated Contract;
 - (b) **"Authority to Deploy"** means the Customer Authority's formal written authority for the Contractor to Deploy;
 - (c) **"CAA"** means a CONDO applicable area, being an OA or any other specific area identified by the Customer Authority as CONDO applicable.
 - (d) **"Contractor's Employees"** means those employees of the Contractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed in connection with the performance of the Consolidated Contract;
 - (e) **"CONDO"** means Contractors on deployed operations, being contractors providing articles or services or both outside the British Isles within a CAA as part of the civilian component supporting UK armed forces;
 - (f) **"Deploy"** means bringing the Contractor, the Contractor's Employees, its Sub-contractors and the Sub-contractor's Employees under the administration and control of the Customer Authority, which will take place:
 - (i) on entering a Government Establishment for transit to the CAA; or
 - (ii) on entering the CAA at the nominated entry point; or
 - (iii) on reporting to the Representative of the Customer Authority when already in the CAA, 2 and "Deployed" shall be construed accordingly;
 - (g) **"Deployment"** means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with Def Stan 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;

- (h) **"Expected Modes of Transport"** means the modes of transport to be used in the CAA for the transportation of the Contractor, the Contractor's Employees, its Sub-contractors, the Sub-contractor's Employees and LRWs specified in the Consolidated Contract;
- (i) **"Expected Work Locations"** means the locations in the CAA specified in the Consolidated Contract;
- (j) **"Government Establishment"** means all Government sites including headquarters buildings, Her Majesty's ships or vessels or service stations;
- (k) **"Local Military Commander"** means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this Appendix 2 shall be a Representative of the Customer Authority;
- (l) **"LRWs"** means locally recruited workers, being workers who are engaged either by the Contractor or by its Sub-contractors and who normally reside in the country or countries in which the contracted Services are being performed;
- (m) **"OA"** means an operations area, being an area of land, sea and airspace outside the British Isles but excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances, defined by the Customer Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;
- (n) **"Operations"** means any military action or the carrying out of any strategic, operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvre needed to gain the objectives of any battle or campaign;
- (o) **"OSI"** means operation specific information, being information specific to the CAA;
- (p) **"PJOB"** means a permanent joint operating base;
- (q) **"Representative of the Customer Authority"** has the meaning given to it in DEFCON 501;
- (r) **"Subcontract"** means any subcontract entered into by the Contractor or, where appropriate, by a Sub-contractor, which requires a Sub-contractor to Deploy to the CAA in connection with the performance of the Consolidated Contract;
- (s) **"Sub-contractor"** means a subcontractor at any level of contracting with a Subcontract;
- (t) **"Sub-contractor's Employees"** means those employees of any Sub-contractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Consolidated Contract;
- (u) **"TCN"** means third country national, being an individual who is not a UK national.

4 In this Appendix 2 the term **"procure"** shall be interpreted as requiring the Contractor to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the Contractor shall remain responsible to the Customer Authority to the full

extent of its obligation in relation to that event or outcome if that event or occurrence does not occur.

Authority to Deploy

5 The Contractor shall not and shall procure that the Contractor's Employees, its Sub-contractors and the Sub-contractor's Employees do not move into or within the CAA in connection with the performance of the Consolidated Contract until the Contractor has:

- (a) provided the Customer Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in Def Stan 05-129 (Issue 5);
- (b) received the Customer Authority's Authority to Deploy in CONDO Form 2, issued as provided in Def Stan 05-129 (Issue 5);
- (c) confirmed that the Contractor's Employees and Sub-contractor's Employees have completed the CONDO related training specified by the Customer Authority;
- (d) confirmed that the Contractor's Employees and Sub-contractor's Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;
- (e) provided the Customer Authority with Form T-SL-DES01, completed as provided in Def Stan 05-129 (Issue 5), and, on the receipt by the Contractor of a signed Form T-SL-DES01, confirmed that it has notified the Contractor's Employees and Sub-contractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;
- (f) received confirmation that the Contractor's Employees and Sub-contractor's Employees have been security cleared to the levels stated in the Consolidated Contract for the particular tasks;
- (g) confirmed receipt of an appropriate identity card or TCN card issued by the Customer Authority in respect of each individual listed in CONDO Form 2; and
- (h) confirmed that it has undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport, which support the Deployment.

The Customer Authority's right to withhold, withdraw, move and remove

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

- (a) withhold or withdraw Authority to Deploy;
- (b) move or require the removal of the Contractor or a Sub-contractor from its current location to a location determined to be appropriate by the Customer Authority in discharging its responsibility under Clause 49 of this Appendix 2;
- (c) move or require the removal of any of the Contractor's Employees, Sub-contractors' Employees or LRWs from their current location to a location determined to be appropriate by the Customer Authority in discharging its responsibility under Clause 49 of this Appendix 2 or in response to the Contractor's Employees, Sub-contractor's Employees, or LRWs not acting in accordance with Clause 30 of this Appendix 2. The Contractor shall, as soon as reasonably

practicable, move or remove any Contractor's Employee, Sub-contractor's Employee or LRW whom the Customer Authority requires to be moved or removed.

- 7 Where practicable and subject to operational constraints, the Customer Authority shall inform the Contractor of its intentions prior to moving the Contractor's Employees, the Sub-contractor's Employees and LRWs in accordance with Clause 6 of this Appendix 2. Where the Customer Authority moves the Contractor's Employees, the Sub-contractor's Employees and LRWs in accordance with Clause 6 of this Appendix 2 without informing the Contractor, the Customer Authority shall, as soon as reasonably practicable within operational constraints, notify the Contractor of the location to which the Contractor's Employees, the Sub-contractor's Employees and LRWs have been moved.
- 8 The Customer Authority shall not be obliged to give reasons for taking any action in accordance with Clause 6 of this Appendix 2 but may, in its sole discretion, indicate its reasons.
- 9 Notwithstanding the provisions of Clause 8 of this Appendix 2, in the event that the Contractor is involved in any employment claim or dispute arising in connection with any action taken by the Customer Authority under Clause 6 of this Appendix 2, the Customer Authority shall, where reasonably practicable, provide to the Contractor any relevant information that the Contractor may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Customer Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Customer Authority.

The Customer Authority's right to move between Expected Work Locations

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

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

- 11 The Customer Authority may at any time require the movement of the Contractor's Employees, the Sub-contractor's Employees and LRWs to new work locations which are not Expected Work Locations to undertake the tasks specified in the Consolidated Contract. Where the Customer Authority requires the Contractor's Employees, the Sub-contractor's Employees and LRWs to move to undertake tasks at new work locations which are not Expected Work Locations, the Customer Authority shall request the Contractor's prior written approval of the movement, such approval not to be unreasonably withheld. The Contractor shall provide such approval or the reasons for declining to provide such approval within seventy-two (72) hours of the Customer Authority's request or within such other time period as is specified in the Consolidated Contract. When a new work location is agreed, the Consolidated Contract shall be amended to add that new work

location to the list of Expected Work Locations and to make any associated adjustments to the Consolidated Contract that may be required.

Provision of Life Support Facilities

- 12** The Contractor shall provide living accommodation, laundry facilities, feeding, potable water, transport and fuel for the Contractor's Employees unless otherwise agreed with the Customer Authority in the Consolidated Contract.
- 13** The Customer Authority shall provide, where available, access for the Contractor's Employees and Sub-contractor's Employees to any existing facilities for personal welfare, communications, entertainment and recreation, which are provided for the use of military personnel, unless otherwise agreed with the Contractor in the Consolidated Contract.
- 14** The Contractor shall pay any specified charges for the use of the facilities specified in Clauses 12 and 13.
- 15** The Customer Authority may, at its discretion, provide chaplaincy services to the Contractor's Employees and Sub-contractor's Employees without charge where such services are available.
- 16** The Customer Authority shall provide an operational specific medical warning notice(s) to the Contractor prior to the Contractor, the Contractor's Employees, its Sub-contractors and the Sub-contractor's Employees being Deployed, providing, where appropriate, information supplementing that provided by the Foreign and Commonwealth Office, on medical issues specific to the CAA.
- 17** The Contractor shall ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned, including, taking into account any notices issued under Clause 16, being appropriately immunised.
- 18** Unless otherwise specified by the Customer Authority in the Consolidated Contract and where medical facilities exist, the Customer Authority shall provide to the Contractor's Employees and Sub-contractor's Employees, free of charge, medical treatment and emergency dental treatment, equivalent to that provided to military personnel whilst Deployed.
- 19** Where the Contractor's Employees or Sub-contractor's Employees have been Deployed in breach of Clause 17 the Customer Authority reserves the right to:
 - (a) charge the Contractor reasonable and proper charges for the provision of medical or dental treatment; or
 - (b) move or require the removal of any such Contractor's Employees or Sub-contractor's Employees following the exercise of its right under Clause 6(a).
- 20** The Customer Authority shall provide, free of charge, first-aid treatment to LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations, in support of the Consolidated Contract.
- 21** With regard to medical evacuation:
 - (a) the Contractor shall be responsible for the medical evaluation of both the Contractor's Employees and Sub-contractor's Employees unless otherwise notified by the Customer Authority; or

- (b) where it is not safe or practicable for the Contractor to discharge its responsibilities under Clause 21(a), the Customer Authority shall, where reasonably practicable, move Contractor's Employees and Sub-contractor's Employees to a safe area from which the Contractor is able to take over the medical evaluation of the Contractor's Employees or Sub-contractor's Employees, on either a repayment basis or, at the Customer Authority's discretion, free of charge.

22 With regard to repatriation:

- (a) the Contractor shall be responsible for the repatriation of deceased Contractor's Employees and deceased Sub-contractor's Employees unless otherwise notified by the Customer Authority;
- (b) where it is not safe or practicable for the Contractor to discharge his responsibilities under Clause 22(a) of this Appendix 2, the Customer Authority shall, where reasonably practicable, move deceased Contractor's Employees and deceased Sub-contractor's Employees to a safe area from which the Contractor is able to take over the repatriation of deceased Contractor's Employees and deceased Sub-contractor's Employees, on either a repayment basis or, at the Customer Authority's discretion, free of charge.

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

The Contractor's Obligations

Risk Assessments

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

25 Where:

- (a) the Contractor's risk assessment demonstrates that the safety environment at an Expected Work Location within the CAA or in respect of the Expected Modes of Transport to and between the Expected Work Locations provides justification either not to Deploy the Contractor's Employees and Sub-contractor's Employees or to withdraw the Contractor's Employees, Sub-contractor's Employees and LRWs from an existing Deployment; or
- (b) the Contractor does not have sufficient information to undertake a proper risk assessment;

the Contractor may decline to provide personnel for a task or withdraw them from an existing Deployment in accordance with Clause 26 of this Appendix 2.

Right to Withdraw

- 26** If the Contractor's risk assessment demonstrates the circumstances set out in Clause 26(a), or the Contractor does not have sufficient information to undertake a proper risk assessment in accordance with Clause 25(b) of this Appendix 2:
- (a) the Contractor shall inform the Customer Authority at the earliest opportunity;
 - (b) whilst the Contractor is considering whether or not to Deploy the Contractor's Employees and Sub-contractor's Employees, or to withdraw the Contractor's Employees, Sub-contractor's Employees and LRWs, the Contractor shall keep the Customer Authority informed of the Contractor's intentions by means of regular updates;
 - (c) the Contractor shall consult with the Customer Authority to ensure that there is an informed exchange of information and to discuss the Contractor's concerns. The Contractor shall consider as part of its ongoing risk assessment any additional information provided by the Customer Authority which may become available. If the Customer Authority considers that any withdrawal required by the Contractor cannot be carried out safely, the Customer Authority will inform the Contractor at the earliest opportunity;
 - (d) if, following such consultation, discussion and further consideration, the Contractor decides that the safety environment is such that the Contractor's Employees and Sub-contractor's Employees will not be Deployed or the Contractor's Employees, Sub-contractor's Employees and LRWs will be withdrawn, the Contractor shall notify the Customer Authority of its decision without delay.

Personnel

- 27** The Contractor shall provide to the Customer Authority all information necessary for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and shall provide to the Customer Authority duly completed CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in Def Stan 05-129 (Issue 5)) no later than forty eight (48) hours prior to the Contractor being Deployed.
- 28** The Contractor shall provide to the Customer Authority a duly completed CONDO Form 3 (as provided in Def Stan 05-129 (Issue 5)) by the fifth day of each month once Deployed and shall keep an accurate record of the details provided to the Customer Authority.
- 29** If the Contractor becomes aware that any of the Contractor's Employees, Sub-contractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Contractor shall ensure that the Customer Authority and the next of kin of the Contractor's Employee or LRW concerned, and procure that the next of kin of the Sub-contractor's Employee or LRW concerned, are informed as quickly as possible.

Conduct

- 30** The Contractor shall require the Contractor's Employees, Sub-contractor's Employees and LRWs to act in a responsible manner and shall require the Contractor's Employees, Sub-contractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.
- 31** The Contractor shall, as far as it is able and based on the information available to it:

- (a) inform the Contractor's Employees and procure that the Sub-contractor informs the Sub-contractor's Employees, prior to them being Deployed, of their status whilst they are Deployed;
 - (b) inform the Contractor's LRWs and procure that the Sub-contractor informs the Sub-contractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Consolidated Contract;
 - (c) provide updates in relation to their respective status as appropriate.
- 32** The Contractor shall ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their co-operation in relation to any such search.
- 33** The Contractor shall require the Contractor's Employees and Sub-contractor's Employees to report to the Customer Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Customer Authority.
- 34** The Contractor shall ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees and LRWs, report to the Customer Authority's nominated briefing centre as specified by the Customer Authority for operational briefings as required by the Customer Authority.
- 35** If the Customer Authority, in its absolute discretion, restricts the movement, within the CAA, of the Contractor, the Contractor's Employees, the Sub-contractor, the Sub-contractor's Employees and LRWs, the Contractor shall inform the Contractor's Employees, the Sub-contractor, the Sub-contractor's Employees and LRWs as soon as practicable and require the Contractor's Employees, the Sub-contractor, the Sub-contractor's Employees and LRWs to comply with any such restriction.
- 36** The Contractor shall ensure that the Contractor's Employees, shall procure that the Sub-contractor's Employees whilst they are Deployed and shall ensure that LRWs at any time whilst they are at an Expected Work Location or travelling between Expected Work Locations, do not carry Arms.

Clothing, Equipment and Transport

- 37** The Contractor shall, during the Deployment, ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees and LRWs, have appropriate equipment and clothing for the climate and the tasks which the Contractor is contracted to undertake.
- 38** The Contractor shall ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees and LRWs, do not wear clothing, including company livery, which detracts from their civilian status. The Contractor shall ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees, avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the Contractor by the Customer Authority for the purposes of the Consolidated Contract or as otherwise directed by the Local Military Commander.
- 39** The Contractor shall be responsible for the provision of transportation for the Contractor's Employees, Sub-contractor's Employees and LRWs and their equipment to, from and

within the CAA. Where the provision of such transportation by the Contractor is not commercially available or cost effective, the Customer Authority may in its sole discretion, where reasonably practicable, offer assistance at a price to be agreed on a repayment basis, or at the Customer Authority's discretion, free of charge.

40 Where the Customer Authority has moved the Contractor's Employees, Sub-contractor's Employees and LRWs:

(a) under Clause 6 of this Appendix 2 in discharging its responsibility under Clause 49 of this Appendix 2 (but not where it has moved the Contractor's Employees, Sub-contractor's Employees and LRWs as a result of them not acting in accordance with Clauses 17 or 30 of this Appendix 2); or

(b) under Clauses 10 or 11 of this Appendix 2;

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

Health and Safety

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

ID cards

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

43 The Contractor shall inform the Contractor's Employees and Sub-contractor's Employees that the Customer Authority will issue to the Contractor the appropriate MOD identity card or TCN card for each of them.

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

45 The Contractor shall identify those of the Contractor's Employees, Sub-contractor's Employees and LRWs who are to be employed solely on medical, dental or spiritual welfare services to enable the Customer Authority to issue separate identity cards and "Red Cross armlets" for those Contractor's Employees, Sub-contractor's Employees and LRWs.

46 The Contractor shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Contractor's Employees, Sub-contractor's Employees and LRWs and shall require the Contractor's Employees to wear and shall procure that the Sub-Contractor's Employees and LRWs wear those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Contractor shall inform the Contractor's Employees, Sub-contractor's Employees and LRWs that any misuse,

modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Customer Authority under Clause 6 of this Appendix 2.

Training

- 47** The Contractor shall ensure that the Contractor's Employees, and shall procure that the Sub-contractor's Employees and LRWs, are provided with the appropriate level of CONDO related training for each Deployment.

Public Relations

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

The Customer Authority's Responsibilities

- 49** The Customer Authority shall afford appropriate protection commensurate with the threat for the Contractor's Employees and Sub-contractor's Employees and the Contractor's and Sub-contractor's property whilst Deployed and for LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Consolidated Contract and take such steps as are reasonable to ensure their safety, including, if necessary, removing or evacuating them from the area under threat.
- 50** The Customer Authority shall, where appropriate, issue to the Contractor personal protective equipment of a non-primary work related nature for the use of Contractor's Employees, Sub-contractor's Employees and LRWs and provide instruction in the use of any such personal protective equipment.
- 51** The Customer Authority shall, prior to the Contractor being Deployed and during the Deployment, provide the Contractor with appropriate OSI relevant to the Deployment, including the types of information identified within Def Stan 05-129 (Issue 5).
- 52** The Customer Authority shall in accordance with Def Stan 05-129 (Issue 5) and prior to the Contractor being Deployed, issue:
- (a) a MoD Contractors Defence Identity Card for each of the Contractor's Employees and Sub-contractor's Employees, who are UK nationals, except those identified under Clause 52(b) of this Appendix 2, where an application has been correctly submitted and proof of appropriate security clearance has been provided.
 - (b) a MoD FIdent 106 identity card and a "Red Cross armlet" for each of the Contractor's Employees and Sub-contractor's Employees who are identified by the Contractor as being solely employed on medical, dental or spiritual welfare services.
 - (c) a TCN card – for each of the Contractor's Employees and Sub-contractor's Employees who are third country nationals where an application has been correctly submitted.
- 53** The Customer Authority shall, subject to military regulations, issue:
- (a) an appropriate day security pass to each LRW, except those identified under Clause 53(b) of this Appendix 2, under the arrangements of the Local Military Commander;

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

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

55 The Customer Authority shall make the Local Military Commander's orders, instructions, regulations and procedures available to the Contractor's representative in the CAA in such a manner as to facilitate compliance by the Contractor with its obligations in particular under Clauses 30, 35 and 44 of this Appendix 2.

56 If the Customer Authority becomes aware of any of the circumstances mentioned in Clause 29 of this Appendix 2, where the Customer Authority believes that the Contractor is not already so aware, the Customer Authority shall advise the Contractor accordingly.

Subcontracts

57 If the Contractor enters into any Subcontract, the Contractor shall incorporate into any such Subcontract the terms set out in Part 2 to this Appendix 2.

58 The Customer Authority may enforce against a Sub-contractor any provision conferring a benefit on the Customer Authority contained in Part 2 to this Appendix 2 as incorporated into any Subcontract and neither the Contractor nor any Sub-contractor shall be entitled to exclude such right of the Customer Authority.

59 Subject always to the Sub-contractor complying with the terms of the Appendix to this Appendix 2, any Sub-contractor having Part 2 to this Appendix 2 incorporated into its Subcontract may enforce against the Customer Authority any provision of this Appendix 2 conferring a benefit upon it, and neither the Customer Authority nor the Contractor shall be entitled to exclude such right of any such Sub-contractor.

Performance of the Consolidated Contract

60 The parties acknowledge that, if the Customer Authority exercises its rights under Clauses 6 or 35 of this Appendix 2, or the Contractor withdraws the Contractor's Employees, Sub-contractor's Employees and LRWs in accordance with Clauses 25 and 26 of this Appendix 2, the Contractor may be unable to perform certain or all of its obligations under the Consolidated Contract in accordance with its terms, either in the manner or at the time intended or at all. Subject to Clause 61 of this Appendix 2, to the extent that it can be established that the exercise of the Customer Authority's rights under Clauses 6 or 35 of this Appendix 2, or the withdrawal of the Contractor's Employees, Sub-contractor's Employees and LRWs in accordance with Clauses 25 and 26 of this Appendix 2 has directly caused:

- (a) the Contractor's non-performance of an obligation under the Consolidated Contract; or
- (b) the Contractor's delay in performing an obligation under the Consolidated Contract; or

- (c) a change in the Contractor's costs of performing its obligations under the Consolidated Contract which is attributable to the exercise of those rights by the Customer Authority or the withdrawal of the Contractor's Employees, Sub-contractor's Employees and LRWs,

the Contractor shall be entitled to submit a claim:

- (i) for relief from performing that obligation;
- (ii) to delay its performance of that obligation;
- (iii) for a corresponding adjustment to the Consolidated Contract in relation to price or delivery.

61 Notwithstanding the provisions of Clause 60 of this Appendix 2, the Contractor shall not be entitled to be granted relief from performing an obligation under the Consolidated Contract, or to delay its performance of an obligation, or to a corresponding adjustment to the Consolidated Contract in relation to price or delivery, where and to the extent that the Contractor:

- (a) failed to comply with its obligations under Clauses 5, 17, 24, 30, 32, 33, 34, 35, 36, 37, 38, 41, 46 and 47 of this Appendix 2 and such failure gave rise to the exercise by the Customer Authority of its rights under Clauses 6 or 35 of this Appendix 2; or
- (b) invalidly exercised its right to withdraw under Clauses 25 and 26 of this Appendix 2.

PART 2

Definitions and Interpretation

1 In this Part 2 of this Appendix 2, the following words and expressions shall have the meanings set respectively against them:

- (a) "**Agreement**" means this subcontract;
- (b) "**Arms**" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Consolidated Contract, this Agreement and any Subcontract;
- (c) "**Customer Authority**" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- (d) "**Authority to Deploy**" means the Customer Authority's formal written authority for the Contractor to Deploy;
- (e) "**CAA**" means a CONDO applicable area, being an OA or a specific area identified by the Customer Authority as CONDO applicable.
- (f) "**CONDO**" means Contractors on deployed operations, being contractors providing Articles or Services or both outside the British Isles within an CAA as part of the civilian component supporting UK armed forces;
- (g) "**Consolidated Contract**" means Contract No DCNS/080 between the Customer Authority and the Contractor;
- (h) "**Contractor**" means *[insert name of prime contractor]*;

- (i) **"Deploy"** means bringing the Contractor, the Contractor's Employees, its Sub-contractors and the Sub-contractor's Employees under the administration and control of the Customer Authority, which, for the avoidance of doubt, includes the Second Party and the Second Party's Employees, and which will take place:
 - (i) on entering a Government Establishment for transit to the CAA; or
 - (ii) on entering the CAA at the nominated entry point; or
 - (iii) on reporting to the Representative of the Customer Authority when already in the CAA,
 and **"Deployed"** shall be construed accordingly;
- (j) **"Deployment"** means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with the Customer Authority's Def Stan 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;
- (k) **"Expected Work Locations"** means the locations in the CAA specified in the Consolidated Contract, this Agreement and any Subcontract;
- (l) **"Expected Modes of Transport"** means the modes of transport to be used in the CAA for the transportation of the Contractor, the Contractor's Employees, its Sub-contractors, the Sub-contractor's Employees and LRWs, which, for the avoidance of doubt, includes the Second Party, the Second Party's Employees and LRWs, specified in the Consolidated Contract, this Agreement and any Subcontract;
- (m) **"First Party"** means *[insert name of purchaser, i.e. the legal entity that is placing the agreement with the supplier]*;
- (n) **"Government Establishment"** means all Government sites including headquarters buildings, Her Majesty's ships or vessels or service stations;
- (o) **"Local Military Commander"** means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this Appendix 2 shall be a Representative of the Customer Authority;
- (p) **"LRWs"** means Locally Recruited Workers, being workers who are engaged by the Second Party or by its Sub-contractors and who normally reside in the country or countries in which the contracted Services are being performed;
- (q) **"OA"** means an operations area, being an area of land, sea and airspace outside the British Isles, but excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances, defined by the Customer Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;
- (r) **"PJOB"** means a permanent joint operating base;
- (s) **"Representative of the Customer Authority"** has the meaning given to it in DEFCON 501;

- (t) **"Second Party"** means *[insert name of supplier]*;
- (u) **"Second Party's Employees"** means those employees of the Second Party, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Consolidated Contract, this Agreement and any Subcontract;
- (v) **"Subcontract"** means any subcontract entered into by the Second Party or, where appropriate, by a Sub-contractor, which requires a Sub-contractor to Deploy to the CAA in connection with the performance of the Consolidated Contract, this Agreement and any subcontract;
- (w) **"Sub-contractor"** means a subcontractor at any level of contracting with a Subcontract;
- (x) **"Sub-contractor's Employees"** means those employees of any Sub-contractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Consolidated Contract, this Agreement and any Subcontract;
- (y) **"TCN"** means third country national, being an individual who is not a UK national.

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

Subcontracts

- 3** If the Second Party enters into any Subcontract, the Second Party shall incorporate into any such Subcontract the terms set out in this Part 2 of this Appendix 2.
- 4** The Customer Authority may enforce against the Second Party any provision conferring a benefit on the Customer Authority contained in Clauses 1 – 31 of this Part 2 of this Appendix 2 and neither the First Party nor the Second Party shall be entitled to exclude such right of the Customer Authority.
- 5** Subject always to the Second Party complying with the terms of Clauses 1 – 31 of this Part 2 of this Appendix 2, the Second Party may enforce against the Customer Authority any provision of DEFCON 697 of the Consolidated Contract conferring a benefit upon Sub-contractors and neither the Customer Authority nor the First Party shall be entitled to exclude such right of the Second Party.

Authority to Deploy

- 6** The Second Party shall not and shall procure that the Second Party's Employees, its Sub-contractors and the Sub-contractor's Employees do not move into or within the CAA in connection with the performance of the Consolidated Contract, this Agreement or any Subcontract until the Contractor has:
 - (a) provided the Customer Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in the Customer Authority's Def Stan 05-129 (Issue 5);

- (b) received the Customer Authority's Authority to Deploy in CONDO Form 2, issued as provided in the Customer Authority's Def Stan 05-129 (Issue 5);
- (c) confirmed that the Second Party's Employees and the Sub-contractors' Employees have completed the CONDO related training specified by the Customer Authority;
- (d) confirmed that the Second Party's Employees and the Sub-contractors' Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;
- (e) provided the Customer Authority with Form T-SL-DES01, completed as provided in the Customer Authority's Def Stan 05-129 (Issue 5) in respect of the Second Party's Employees and its Sub-contractor's Employees;
- (f) confirmed to the Customer Authority, after receiving confirmation from the Second Party, that the Second Party has received a signed Form T-SL-DES01 and notified the Second Party's Employees and Sub-contractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;
- (g) received confirmation that the Second Party's Employees and its Sub-contractor's Employees have been security cleared to the levels required by the Customer Authority as stated in the Consolidated Contract, this Agreement and any Subcontract for the particular tasks;
- (h) confirmed receipt by the Second Party of an appropriate identity card or TCN card issued by the Customer Authority in respect of each individual listed in CONDO Form 2; and
- (i) confirmed that the Contractor has undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport, which support the Deployment; and
- (j) notified the First Party and the First Party has notified the Second Party that the Contractor may move into or within the CAA in connection with the performance of the Consolidated Contract, this Agreement and any Subcontract.

The Customer Authority's right to withhold, withdraw, move and remove

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

- (a) withhold or withdraw Authority to Deploy;
- (b) move or require the removal of the Second Party or a Sub-contractor from its current location to a location determined to be appropriate by the Customer Authority in taking reasonable steps for their safety;
- (c) move or require the removal of any of the Second Party's Employees, its Sub-contractors' Employees or LRWs from their current location to a location determined to be appropriate by the Customer Authority in providing protection or in response to the Second Party's Employees, its Sub-contractors' Employees or LRWs not acting in accordance with Clause 17 of this Part 2 of this Appendix 2. The Second Party shall, as soon as reasonably practicable, move or remove any Second Party's Employee, Sub-contractors' Employee or LRW whom the Customer Authority requires to be moved or removed.

- 8** Where practicable and subject to operational constraints, the Customer Authority shall inform the Contractor of its intentions prior to moving the Second Party's Employees, the Sub-contractor's Employees and LRWs in accordance with Clause 7 of this Part 2 of this Appendix 2. Where the Customer Authority moves the Second Party's Employees, Sub-contractor's Employees and LRWs in accordance with Clause 7 of this Part 2 of this Appendix 2 without informing the Contractor, the Customer Authority shall, as soon as reasonably practicable within operational constraints, notify the Contractor of the location to which the Second Party's Employees, the Sub-contractor's Employees and LRWs have been moved.
- 9** The Customer Authority shall not be obliged to give reasons for taking any action in accordance with Clause 7 of this Part 2 of this Appendix 2 but may, in its sole discretion, indicate its reasons.
- 10** Notwithstanding the provisions of Clause 9, in the event that the Second Party is involved in any employment claim or dispute arising in connection with any action taken by the Customer Authority under Clause 7 of this Part 2 of this Appendix 2, the Customer Authority shall, where reasonably practicable, provide to the Contractor, the First Party or the Second Party as appropriate any relevant information that the Second Party may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Customer Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Customer Authority.

The Customer Authority's right to move between Expected Work Locations

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

The First Party's Obligations

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

The Second Party's Obligations

Personnel

- 13** The Second Party shall ensure that the Second Party's Employees, and shall procure that its Sub-contractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned including, taking into account any notices issued under Clause 12 of this Part 2 of this Appendix 2, being appropriately immunised.

- 14** The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and its Sub-contractor's Employees for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and to enable the Contractor to properly complete CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in the Customer Authority's Def Stan 05-129 (Issue 5)) no later than forty eight (48) hours prior to the Second Party being Deployed.
- 15** The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and its Sub-contractor's Employees to enable the Contractor to properly complete CONDO Form 3 (as provided in the Customer Authority's Def Stan 05-129 (Issue 5)) by the fifth day of each month once the Second Party has Deployed and shall keep an accurate record of the details provided to the First Party.
- 16** If the Second Party becomes aware that any of the Second Party's Employees, its Sub-contractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Second Party shall ensure that the Customer Authority, the First Party and the next of kin of the Second Party's Employee or LRW concerned, and procure that the next of kin of its Sub-contractor's Employee or LRW concerned, are informed as quickly as possible.

Conduct

- 17** The Second Party shall require the Second Party's Employees, its Sub-contractor's Employees and LRWs to act in a responsible manner and shall require the Second Party's Employees, its Sub-contractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.
- 18** The Second Party shall, as far as it is able and based on the information available to it:
 - (a) inform the Second Party's Employees, and procure that its Sub-contractors Inform the Sub-contractor's Employees, prior to them being deployed, of their status whilst they are Deployed;
 - (b) inform the Second Party's LRWs, and procure that its Sub-contractors inform the Sub-contractor's LRWs, of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract;
 - (c) provide updates in relation to their respective status as appropriate.
- 19** The Second Party shall ensure that the Second Party's Employees, and shall procure that its Sub-contractor's Employees and LRWs, are aware that they may at any time be subject to a search of their person, property or vehicles and require their cooperation in relation to any such search.
- 20** The Second Party shall require the Second Party's Employees and its Sub-contractor's Employees to report to the Customer Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Customer Authority.
- 21** The Second Party shall ensure that the Second Party's Employees, and shall procure that its Sub-contractor's Employees and LRWs report to the Customer Authority's nominated briefing centre as specified by the Customer Authority for operational briefings as required by the Customer Authority.

- 22** If the Customer Authority, in its absolute discretion, restricts the movement within the CAA of the Second Party, the Second Party's Employees, its Sub-contractors, the Sub-contractor's Employees and LRWs, the Second Party shall inform the Second Party's Employees, its Sub-contractors, the Sub-contractor's Employees and LRWs as soon as practicable and require the Second Party's Employees, its Sub-contractors, the Sub-contractor's Employees and LRWs to comply with any such restriction.
- 23** The Second Party shall ensure that the Second Party's Employees, shall procure that its Sub-contractor's Employees whilst they are Deployed and shall ensure that LRWs at any time whilst they are at an Expected Work Location or travelling between Expected Work Locations, do not carry Arms.

Clothing, Equipment and Transport

- 24** The Second Party shall, during the Deployment, ensure that the Second Party's Employees, and shall procure that its Sub-contractor's Employees and LRWs, have appropriate equipment and clothing for the climate and the tasks which the Second Party is contracted to undertake.
- 25** The Second Party shall ensure that the Second Party's Employees, and shall procure that its Sub-contractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The Second Party shall ensure that the Second Party's Employees, and shall procure that its Sub-contractor's Employees, avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the Contractor by the Customer Authority for the purposes of the Consolidated Contract and made available to the Second Party or as otherwise directed by the Local Military Commander.

Health and Safety

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

ID Cards

- 27** The Second Party shall ensure that all information, including that specified in the Customer Authority's Def Stan 05-129 (Issue 5), required for the issue of identity cards or TCN cards to those of the Second Party's Employees and its Sub-contractor's Employees who are authorised to Deploy is provided to the First Party in accordance with the processes set out in the Customer Authority's Def Stan 05-129 (Issue 5).
- 28** The Second Party shall ensure that all information, including that specified in the Local Military Commander's orders, instructions, regulations and procedures, required for the issue of day security passes to the Second Party's and its Sub-contractor's LRWs is provided to the First Party in accordance with the processes set out in the Local Military Commander's orders, instructions, regulations and procedures.
- 29** The Second Party shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the Second Party's Employees, its Sub-contractor's Employees and LRWs and shall require the Second Party's Employees to wear, and shall procure that its Sub-contractor's Employees and LRWs wear, those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The Second

Party shall inform the Second Party's Employees, its Sub-contractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Customer Authority under Clause 7 of this Appendix 2.

Training

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

Public Relations

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