



Department
for Transport

AVIATION SECURITY TRAINING, ENGAGEMENT & MENTORING (ASTEM) FRAMEWORK

Schedule 4: Framework Agreement

**Reference Number:
TAVI3100**

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FRAMEWORK AGREEMENT FOR AVIATION SECURITY TRAINING, ENGAGEMENT & MENTORING (ASTEM) – TAVI3100

This **AGREEMENT** is made on 5 July 2022

Between

- (1) The Secretary of State for Transport ("the Department"); and
- (2) Westminster Aviation Security Services Ltd Company Number 04030072 whose registered address is at: Westminster House, Blacklocks Hill, Banbury Lane, Banbury, OX17 2BS United Kingdom ("the Supplier")

BACKGROUND

- (A) This Framework Agreement is for the use of the Department for Transport and any successor to its functions,
- (B) On the basis of the Supplier's tender, the Department selected the Supplier, together with other providers to be part of a framework arrangement to provide Services as described in the Framework Specification to the Department on a call-off basis (the "**Framework**").
- (C) This Framework Agreement sets out the overarching terms and conditions which will apply between the Department and the Supplier, the award and ordering procedure for Services which may be required by the Department, the form and content of Task Orders which result from the award and ordering procedures and the obligations of the Supplier during and after the term of this Framework Agreement.

It is agreed as follows:

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, unless the context requires otherwise, the following words and phrases shall have the following meanings:
 - (a) "Commencement Date" means 11 July 2022
 - (b) "Expiry Date" means the date being the second anniversary of the Commencement date of this Framework Agreement unless extended in accordance with Clause 2 - *Term*;
 - (c) "Fee Schedule" means the document describing the fees specified in Schedule 2;

- (d) "Framework Agreement" means this agreement and all Schedules to this agreement;
 - (e) "Framework Manager" means the official appointed by the Department to act on its behalf for the purpose of Managing the Framework Agreement;
 - (f) "Framework Representative" means such competent person as the Supplier shall appoint to be his representative in relation to the performance of the Framework Agreement;
 - (g) "Framework Specification" means the document describing the Services to be performed under this Framework Agreement specified in Schedule 1;
 - (h) "Mini-competition Rules" means the rules by which the Department will select who from among the providers on the Framework is to be awarded any specific Task Order, as set out in Schedule 4;
 - (i) "Task Order" means a legally binding contract placed by the Department under the Framework Agreement, following a mini-competition conducted in accordance with the Mini-competition Rules;
 - (j) "Order Manager" means officials of the Department empowered to place a Task Order under the Framework Agreement;
 - (k) "Regulations" means the Public Contracts Regulations 2015;
 - (l) "Services" means those services detailed in the Framework Specification for which the Supplier has entered into the Framework Agreement;
 - (m) "Term" means the period commencing on the Commencement Date and ending on the Expiry Date.
 - (n) "Conditions of Contract" means the general terms and conditions which (subject to the provisions of this Framework Agreement) apply to this Framework Agreement and to each Task Order and which are set out in Schedule 3;
 - (o) "Key Personnel" means the trainers and other personnel named in Schedule 6
- 1.2 Unless otherwise specified, capitalised words and phrases used in this Framework Agreement shall have the same meaning as in the Conditions of Contract.
- 1.3 Unless the context requires otherwise, the singular shall include the plural and vice versa, and words expressed in any gender shall include any other gender.
- 1.4 The headings are inserted for convenience only and shall not affect the interpretation of this Framework Agreement.

- 1.5 Save where express provision is made to the contrary, any reference to a statute, statutory provision or subordinate legislation shall be construed as a reference to that legislation, as amended and in force from time to time.

2 TERM

- 2.1 The Framework Agreement shall take effect on the Commencement Date and shall expire on the Expiry Date unless:
- (a) it is otherwise terminated in accordance with the terms of this Framework Agreement, or
 - (b) the Department has decided to extend the Framework Agreement in accordance with clause 2.2.
- 2.2 The Department may in its absolute discretion extend the Expiry Date for further periods of up to 24 months and shall notify the Supplier and all other providers on the Framework if it decides to extend the Framework Agreement.

3 SCOPE

- 3.1 This Framework Agreement governs the relationship between the Department and the Supplier in respect of the provision of Services by the Supplier to the Department. The provisions of each of the Schedules to this Framework Agreement shall apply between the Parties.
- 3.2 The Department may in its absolute discretion and from time to time order Services under the Framework by issuing Task Orders following a competition held under the Mini-competition Rules.
- 3.3 The Supplier acknowledges that there is no obligation whatsoever for the Department or any Contracting Body to enter into any Task Orders with, or purchase any Services from, the Supplier during the Term of this Framework Agreement.
- 3.4 No undertaking or representation shall be deemed to have been made by the Department in respect of the quantities or values of the Services to be ordered by them or Task Orders to be entered into by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking or representation.

4 ENTIRE AGREEMENT

- 4.1 The Framework Agreement constitutes the entire understanding between the Department and the Supplier relating to its subject matter.
- 4.2 Neither the Department nor the Supplier has relied upon any representation or promise except as expressly set out in the Framework Agreement.

- 4.3 **Clause 4.2** shall not apply to any representations made by the Supplier as part of the tender process leading to the award of a place on the Framework to the Supplier, which have been relied on by the Department.
- 4.4 Without prejudice to the generality of the foregoing, save as expressly provided in the Framework Agreement the Department neither makes nor gives any promise, warranty, undertaking or representation to the Supplier.
- 4.5 In the event of and only to the extent of any conflict between any Task Order and this Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 4.5.1 any special conditions in a Task Order;
 - 4.5.2 the Framework Specifications;
 - 4.5.3 the Task Order;
 - 4.5.4 the Framework Agreement.
- 4.6 In the event of and only to the extent of any conflict between any of the documents mentioned in 4.5 on the one hand, and the Conditions of Contract on the other, the former shall prevail.

5 PRICES FIXED

- 5.1 The Supplier agrees to keep its Price (maximum daily rate per trainer), as set out in the Fee Schedule, fixed for the Term and only to claim in accordance with the relevant Task Order for monies in respect of work undertaken.

6 NON-EXCLUSIVITY

- 6.1 The Supplier acknowledges that in entering this Framework Agreement no form of exclusivity has been granted by the Department for Services from the Supplier and that the Department and the Contracting Bodies are at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services, whether under the Framework or any other agreement or arrangement.

7 MINI-COMPETITIONS AND TASK ORDERS

- 7.1 If the Department decides to source Services through this Framework Agreement then it may:

place a Task Order following a mini-competition conducted in accordance with the Mini-competition Rules (Schedule 4) and the requirements of the Regulations.

- 7.2 If successful in a mini-competition held under Clause 7.1, the Supplier shall enter into a Task Order which shall be in the form of the Task Order template set out in Schedule 5, incorporating the Terms and Conditions
- 7.3 In respect of any particular Task Order, the Order Manager may amend the provisions of Conditions E7 and G1 of the Conditions to reflect the particular risks and requirements of the Task Order. Any such amendments shall be set out clearly in the documentation relating to the relevant mini-competition, and shall be noted in the "Special Conditions" section of the Task Order.

8 PRICE

- 8.1 Unless otherwise specified in the Task Order, all invoicing and payment for the Services shall be paid within 30 days of receipt of a valid invoice and training report, submitted monthly in arrears in accordance with the Conditions of Contract.

9 APPLICATION OF CONDITIONS OF CONTRACT TO THE FRAMEWORK AGREEMENT

- 9.1 Save as otherwise specified, the Conditions of Contract shall apply to the Framework Agreement.
- 9.2 For the purposes of the Framework Agreement only, the phrase "this Contract", where it appears in the Conditions of Contract means this Framework Agreement.

10 INSURANCE

- 10.1 The Supplier shall throughout the Term take out and maintain appropriate levels of insurance cover to meet the agreed limits of the Supplier's liabilities.

11 SUPPLY CHAIN MANAGEMENT

- 11.1 The Supplier shall be responsible for ensuring that any supply chain used by them delivers the outputs of the Framework and any Task Order (in full compliance with all Specifications, agreed quality standards and timescales, and in accordance with the Conditions of Contract).
- 11.2 The Department requires the Supplier to make best use of appropriate experts and specialists to deliver the Services, and the Supplier may propose the use of specific sub-contractors selected by the Supplier to meet the requirements of a Task Order. No work shall be undertaken by such sub-contractors without the prior written approval of the Department.
- 11.3 Where the Supplier utilises a supply chain (comprising a number of partners or sub-contractors) that has been agreed by the Department, the Supplier may, with the prior written approval of the Order Manager, propose changes to that supply chain to meet the requirements of a specific Task Order, or the needs of the Framework.

12 MANAGEMENT OF THE FRAMEWORK AGREEMENT

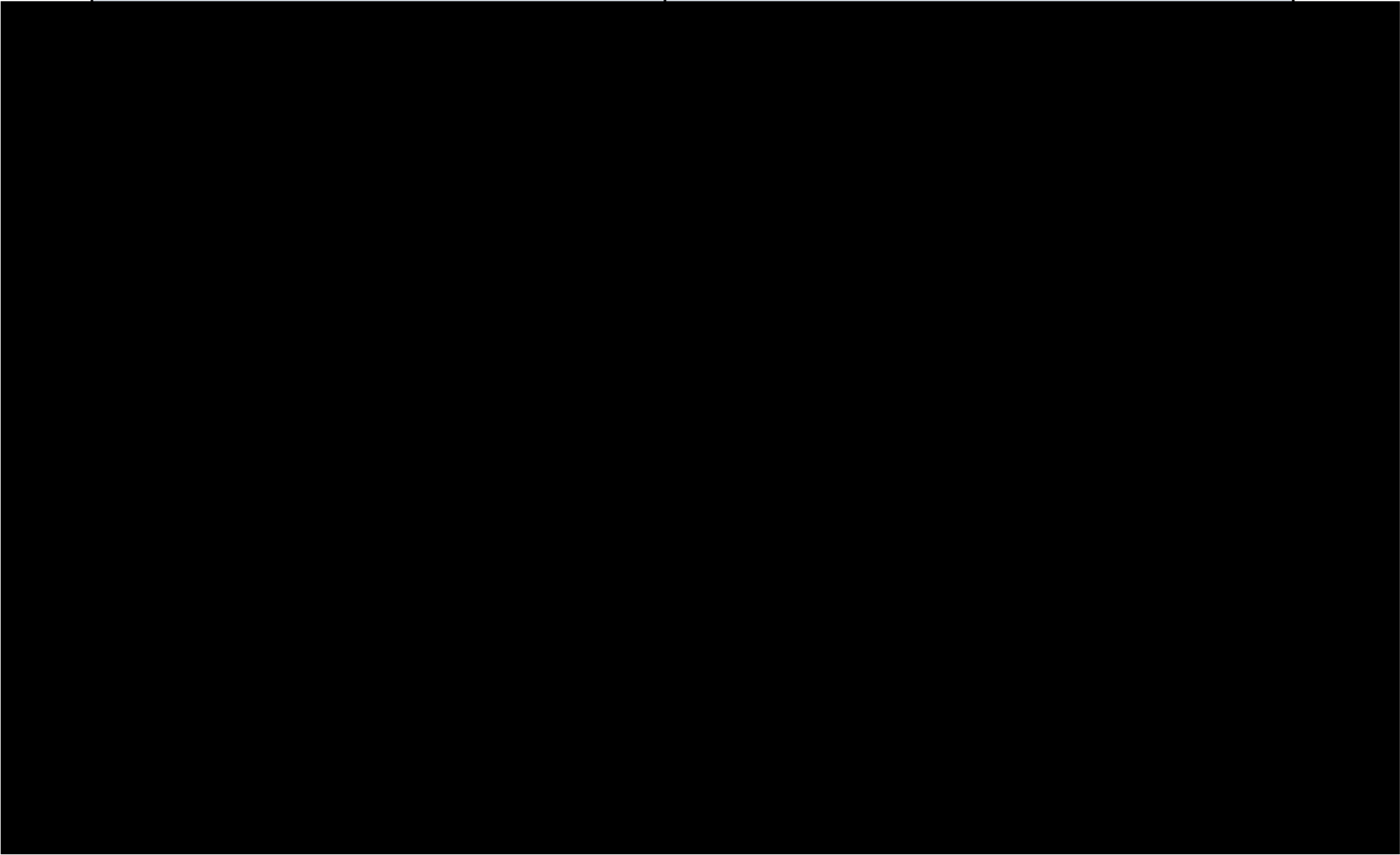
- 12.1 The Supplier and the Department's Framework Manager shall agree to meet at regular intervals to discuss the performance of the Supplier and any supply chain, review the use of the Framework and Orders placed, and consider future programmes of work and priorities to facilitate the most effective deployment of resources.
- 12.2 The Supplier and the Framework Manager shall review from time to time whether any changes need to be made to the Supplier's supply chain to better meet the needs of the Department. When making any proposals for change, the Supplier shall provide a supporting case for the change, including financial and performance details, and details of relevant skills and expertise of the proposed partners or sub-contractors
- 12.3 The Supplier shall establish and agree with the Framework Manager a system for reporting regularly to the Framework Manager on Orders placed using the Department's specified report template. The frequency of such reports shall be agreed with the Framework Manager.
- 12.4 The Department wishes to encourage innovation and welcomes new ideas and approaches to the delivery of the Services. Ideas and scope for innovation will be discussed at the regular Framework Management meetings.
- 12.5 The Supplier shall appoint a Framework Representative to liaise with the Department's Framework Manager, and to provide the Department's Framework Manager with regular management information and reports on the operation of the Framework Agreement. The format of these reports will be agreed between the parties and the reports will be reviewed and discussed at the regular Framework management meetings.
- 12.6 The contractual relationship in respect of the day to day management of a Task Order made under the Framework shall reside with the Order Manager and the Supplier. However, as the contracting authority the Department will monitor and maintain the supplier relationship at a framework level, and this will include monitoring supplier performance and collating management information across the Framework. The Department will also support Order Managers in the resolution of contractual matters including intervention with Suppliers if necessary.

13 TERMINATION

- 13.1 The Department may terminate the Framework Agreement in the circumstances set out in H1 or H2 of the Conditions of Contract and otherwise as provided in the Conditions of Contract and in the Framework Specification.
- 13.2 The Department may terminate the Framework Agreement if it appears that the Supplier no longer has the capacity to provide the Services or there is a material change in the financial standing and/or the credit rating of the Supplier which

impacts on the Supplier’s ability to supply Services under this Framework Agreement.

Signed for and on behalf of the Buyer	Signed for and on behalf of the Supplier
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Schedule 1 Statement of Requirements

Aviation Security Training, Engagement and Mentoring Aviation Directorate, Department for Transport

1. Introduction

The Department for Transport (DfT or 'the Department') invites proposals for a place on the DfT's Aviation Security Training Engagement Mentoring (ASTEM) framework. This contract and subsequent call-off contracts will be subject to the DfT Standard Conditions of Contract.

We estimate the total value of the framework to be in the region of up to £5,000,000 over its contractual lifetime. This value is given in good faith as a guide to aid Tenderer's planning for submitting their Tender. It should not be interpreted as an undertaking to purchase any goods or services to any value and does not form part of the Contract.

2. Background to the Requirement

In line with its Aviation Security Strategy, the Department for Transport continues works to improve the standards of aviation security around the world for inbound flights to the UK.

The Aviation Directorate leads on this important work for the Department, which comprises of, but not limited to, the provision of aviation security equipment as well as training and strategic support to partner states, where vulnerabilities in aviation security are identified.

Training is a key pillar of our assistance package, and the Department requires a framework for the quick and compliant provision of training services overseas. Suppliers will be expected to deliver short, tactical deployments (typically from 1 to 3 weeks in length) in specific areas of aviation security e.g. screening skills or operating Explosive Trace Detection (ETD) machines.

The existing framework for provision of such training is due to expire in May 2022.

3. Procurement Timetable

Description	Date
Launch of Procurement	06/05/2022
Clarification period closes	27/05/2022
Deadline for submission of bids	06/06/2022 (5pm GMT)
Evaluation of Bids	07/06/2022
Proposed award date of contract	22/06/2022
Standstill Period	22/06 - 06/07/2022
Expected execution (signature) date for contract	06/07/2022
Framework Start Date	11/07/2022
Mini Competitions	Published throughout the Framework Agreement
Contract End Date	11/07/2026

Suppliers should note that this timetable is indicative and not binding. It may change if circumstances so dictate and suppliers will be notified as soon as practicable of any changes to avoid any adverse impact.

4. Scope

The overarching aim of this framework is to support Government in improving aviation security standards overseas. In doing this, suppliers will be expected to deliver a professional and knowledgeable training service.

Suppliers on this framework will be expected to deliver a variety of aviation security training courses, mentoring or strategic development events to countries identified by the DfT. Training courses will be based predominantly on the modules and syllabuses of The UK [National Aviation Security Programme](#), but suppliers may also be required to deliver bespoke courses on occasion, tailored to the specific needs of the host state. Training courses, mentoring and strategic development events should ideally be delivered face to face in the hosts country, but suppliers should be willing and able to facilitate delivering such in the UK or remotely, for instance by Virtual Tele-Conferencing.

The content of each course will vary in deliverables but may include subjects from the list below:

- standard operation procedures and protocols,
- quality assurance;
- supervisory and managerial skills, and
- train the trainer' courses.

The specific deliverables of each course will be provided during the mini-competition process, where the Department will outline the objectives of that specific piece of training (e.g. improve knowledge of effective hand search in course attendees).

As an indication of the types of training which may be required, suppliers can expect to deliver the following, non-exhaustive, list of training (or modules covering elements thereof):

- Access Control
- Aircraft Search
- Aviation Security, Training, Engagement, and Mentoring (ASTEM) courses
- Aviation Security Operator training (including motivation)
- Aviation Security Supervisor training (including motivation and leadership)
- Aviation Security Manager training (including motivation)
- Aviation Security Train the Trainer
- CCTV positioning and use
- Cargo Security: including screening by the most appropriate method, ACC3, EU/UK High Risk Requirements as per regulations
- Cargo Operator/Cargo Manager/Cargo Supervisor
- Explosive Trace Detection (ETD) or vapour detection equipment including alarm resolution protocol
- ICAO National Inspectors Course

- Insider Threat including human resources guidance (recruitment, selection, vetting, training deployment, motivation and supervisor
- In-flight Supplies Security Training
- Operational Mentoring (working closely with those with responsibilities for security measures, in-country at point of delivery to measurably improve standards of Aviation Security. This will usually take place over a period of 5-10 days, but there is a possibility that longer periods will be required)
- Physical Search of passengers, crew, staff, baggage and items carried by physical hand search including alarm resolution protocol
- Quality Assurance
- Recognition of firearms and explosives (RFX)
- Regulatory Support for Training Regime
- Risk Assessment and Risk Management
- Security culture-instilling good security practice
- Screening of liquids and gels by most appropriate method including alarm resolution protocol
- Train the Trainer
- X-Ray Screening of cabin/hold baggage items carried including alarm resolution protocol
- X-Ray Screening for operators

A training-needs analysis will usually be completed by the Department, though there may be occasions where a supplier is asked to assist with this task (which will be stipulated in the mini-competition).

To ensure continuous improvement, the Department may request that the supplier works with the DfT or host state to develop an effective training programme and suitable training materials, including lesson plans prior to deployment. Typical training will be made of discrete modules, but there is a possibility that training, and support objectives may be broader. For example, the objective may not be to deliver training which tackles a specific vulnerability, but instead to provide mentoring support which aims to develop an improved and effective level of operational delivery and ensure sustained performance over an extended period of time.

On occasion, the Department may also require the delivery of other types of strategic support, such as reviewing protocols, provision of training materials or reviewing existing security training. Further details of which will be shared at mini-competition level. It may include embedding Subject Matter Experts overseas or remotely for short periods of time to work with the host state to improve their aviation security.

The Department will require high quality mini-competition bids, allowing fair and effective assessment of each supplier's suitability for each piece of work to be delivered by the closing time of the bid. Late bids may not be accepted.

In support of this, each supplier will need to provide the following:

- high quality courseware and lesson plans, which will be provided to DfT in advance of training, by a due date which will be stipulated by DfT in the mini competition. Indicatively this will be 14 days in advance of delivery by default.
- high quality handouts for all course attendees (provided to DfT in advance of training for quality assurance and approval).
- two appropriately qualified, knowledgeable, and professional trainers to deliver training in-country
- a high-quality report following delivery, including lessons learnt within the timeframe stipulated in the respective mini competition.
- certificates of attendance for delegates

Failure to deliver either a quality product and/or failure to do so within the stipulated timeframe for any of the above, could result in the call-off contract being terminated and/or withdrawal of the awarded mini competition.

Aviation security remains an important priority for Government. Whilst subject to budget and demand, in previous years the number of training events delivered through similar frameworks has been approximately 100 delivered in a year.

Suppliers should note that the framework will be a 'call-off' arrangement, and work will be dictated by demand. Each piece of work will be awarded via a 'mini-competition' specifying the exact requirements of that work. The value of each training course will be determined based on the length and location of the individual course, etc.

The framework will run for up to four years.

5. Specifying Goods and Services

1. Design, planning and delivery of events.

The DfT needs a supplier on a call-off basis to design, plan and deliver successful aviation security events in UK or overseas locations as mandated by DfT. Suppliers will evaluate student/staff abilities at the start of the training or operational support, collect feedback following its completion and collect qualitative information on delegates' improvement and provide this to The Department. The aim of all ASTEM training and operational support is to improve the baseline standards of aviation security in a sustainable manner. Training may consist of aviation security courses to improve operational delivery or tackle specific vulnerabilities. The Department may also require the delivery of other types of support, such as operational mentoring support, provision of training materials or review of existing security training. These are intended to improve aviation security at a particular airport or group of airports, or within a state's aviation security regulatory framework.

2. Accreditation of trainers.

Suppliers must be able to provide DfT-accredited trainers when bidding for any work from a mini-competition and nominated trainers must have undertaken and passed an Aviation Security Ground Instructors course or an Aviation Security Managers course in the last 5 years. Trainers provided by the supplier must hold a current RFX (Recognition of Firearms and Explosives) certificate and a NXCT (National X-ray

Competency Test) certificate. If trainers have not passed or do not hold the necessary certification, they must pass the training and or acquire the required certification before being permitted to deliver the DfT training event. Should a trainer's qualifications expire during the Term of the Framework Agreement, then they will not be able to undertake any training work until they have attended and successfully passed the appropriate refresher course.

3. Necessary experience:

The trainers must be familiar with the detail of planning and delivering aviation security training programmes and should have a wide range of aviation security training experience. Each trainer must have delivered a minimum of eight aviation security courses within 2 years prior to the date of mini competition, including 1 or more of the following list:

- Use of ETD;
- AvSec Managers
- Security Officers: - bag search, items carried, x-ray operator, ETD, physical search, divestment, WTMD/AWTMD and HHMD, security scanners, alarm resolution, flow control
- Security Supervisor
- Train the Trainer
- Screening of Passengers and Items Carried (including passengers, staff and crew within the airport environment)
- Cargo security (including screening, ACC3 and High Risk Cargo and Mail requirements as per EU, to the extent that any residual EU requirements are required by the UK, and UK regulations)
- RFX course
- UK Aviation Security Training, Engagement & Mentoring (previous ASSET, now ASTEM) courses

If you are unable to demonstrate this amount of training during the pandemic period then we can extend this time period where suitable to exclude the period March 2020 to September 2021, with adequate justification.

Bidders, when tendering for mini-competitions to deliver Operational ETD courses, must provide trainers who have accredited training on the operation of The Department's approved Explosive Trace Detection systems.

4. Non-technical capabilities of trainers

Trainers must be resilient and self-starters. They will have the flexibility and diplomacy skills and cultural sensitivity necessary to work overseas (including in fragile countries) and are able to work independently.

5. Additional training requirements for trainers

To deliver training in certain countries, trainers may be required to have completed additional training as mandated by relevant bodies such as the Foreign Commonwealth and Development Office. As an indication, at present, the Security Awareness in Fragile Environments (SAFE) courses are required for trainers to deliver in certain countries. If carrying out such training, Suppliers must provide at least one

male and one female trainer, unless specifically stated otherwise in the mini-competition, who have either completed the SAFE courses, or are willing to do so before the Supplier bids for any through any mini-competition for Task Orders for training in countries requiring SAFE. Mini-competitions will state whether SAFE courses are required. The costs of this training will not be met by the Department, unless otherwise stated.

6. Students and Language Interpretation

The Department will usually agree with the overseas authorities in advance of the training that students will have received (within the past 12 months) operational experience working at an international airport. In addition, the students will have been formally approved and nominated by the overseas authorities and may include a mixture of male and female students (usually a range of varying ability and experience).

The Department, with the competent aviation security authority in the country concerned, may on occasion include students who cannot meet all of these requirements.

The Department, with the permission of the Host State, may also invite students from neighbouring countries to attend any training.

It is likely that, on some occasions, students will not speak English as a first language or at all, so trainers must be competent in delivering training with the aid of interpreters. The Department will offer a mandatory induction workshop to successful suppliers at the onset of ASTEM which will include the Department receiving assurance from suppliers that all trainers have or will have attained the required competency in working with translators.

All training material should be in English. However, should translation be required of course material that is deemed to be necessary by the Department, the cost of translation (or interpreters during delivery of the training) will fall to the Department or the Host State. Translation of course material is only by prior agreement with The Department.

Most training will require the supplier to provide two trainers (one male, one female); however, in some instances it may be necessary to send only one trainer or more than one trainer of either gender.

7. Training Course, Content and Delivery

Suppliers will be expected to deliver a variety of aviation security programmes based predominantly on the modules and syllabuses of The UK National Aviation Security Training Programme but flexible enough to adapt training following an 'in country' training-needs evaluation. The training-needs analysis will usually be completed by the ASLO or other Departmental staff, though there may be occasions where a Supplier is asked to assist with this task (which will be stipulated in the mini-competition).

The type of training identified in training-needs evaluations may be targeted at any level of Aviation Security, from senior-level regulatory support to quality assurance and oversight to improvement of day-to-day operations. It may require different delivery formats, including traditional classroom-based delivery, or operational mentoring.

Training requirements may be a combination of formats to provide either holistic or targeted mitigation. To ensure continued improvement, the Department may request that the Supplier works with the Host State to develop a robust training programme and suitable training materials, including lesson plans. Typical training will be made of discrete training modules, but there is a possibility that training, and support objectives may be broader. For example, the objective may not be to deliver training which tackles a specific vulnerability, but instead to provide mentoring support which aims to develop an improved and effective level of operational delivery and ensure sustained performance over a period of time.

As an indication of the types of training which may be required to be delivered, suppliers can expect to deliver the following, non-exhaustive, list of training (or modules covering elements thereof):

- Access Control
- In-flight Supplies
- Cargo security: including screening by the most appropriate method, UK-ACC3, UK High Risk requirements as per regulations
- Insider threat including human resources guidance (recruitment, selection, vetting, training, deployment, motivation and supervision)

- Avsec supervisor training (including motivation)
- Avsec manager training (including motivation)
- Avsec train the trainer

- Passenger flow control and preparation including divestment and use of loader
- Screening of passengers, crew, staff, baggage & items carried by physical hand search including alarm resolution protocol
- Screening by X-Ray of cabin/hold baggage items carried including alarm resolution protocol
- Screening by security scanners (body scanners, Advanced Imaging Technology) including alarm resolution protocol
- Screening by HHMD/WTMD including alarm resolution protocol
- Screening by Explosive Trace Detection (ETD) or vapour detection equipment including alarm resolution protocol
- Screening by Vade, LEDS & LETK including alarm resolution protocol
- Screening of liquids and gels by most appropriate method including alarm resolution protocol
- Equipment Testing
- Bomb Threat Assessment
- Risk Assessment and Risk Management
- Recognition of firearms and explosives (RFX)
- Quality Assurance (compliance and oversight)
- Quality Assurance (Covert Test Training)
- CCTV positioning and use
- Regulatory Support

- Operational Mentoring (working closely with those with responsibilities for security measures, in-country at point of delivery to measurably improve standards of Aviation Security. This will usually take place over a period of 5-10 days, but there is a possibility that longer periods will be required)

All training content and operational delivery must include detail on human rights considerations when delivering robust aviation security.

A brief illustrative synopsis of some of these training modules can be found below.

Suppliers will be expected to tailor the length of training and content of training materials as required and in agreement with the Department. The Department will maintain oversight and review courseware and training material regularly and as outlined within the specification for each mini-competition, providing feedback to support continuous improvement. Suppliers will also include in their planning and delivery sufficient time for consecutive or simultaneous interpretation if deemed necessary by the Department. The Department may require other courses to be developed and delivered. Details will be provided in mini competitions.

The suppliers will be required to provide each participant with information/handouts relevant to the training. The supplier is expected to bring this material with them to the recipient state, unless agreed otherwise in advance with The Department. The Department will provide advice for handouts to suppliers in advance. The Department may be able to provide standardised courseware and/or handouts and will work with Suppliers to ensure effective delivery of these.

Suppliers may use training aids overseas (including the Department training DVDs) to assist in the delivery of the training. Suppliers are not allowed to take any training aids which appear to be a prohibited article (within the meaning of the UK Single Consolidated Direction) overseas without prior approval from The Department.

Suppliers will be required to ensure that each trainee completes an evaluation form that includes the trainee's assessment of each session and an overall assessment of the effectiveness of the training. Suppliers must conduct an initial knowledge check or performance evaluation appropriate to the training to be delivered in order to assess students' abilities prior to the commencement of the course. Trainers should also provide the Department with electronic copies of the forms, plus a report of their own within 20 working days of completion of the course, CC'd to the relevant Aviation Security Liaison Officer (ASLO) and DfT regional aviation security desk officer.

The report should be a factual account of the training delivered, evaluating effectiveness before and after training. Reports should clearly indicate whether we are delivering clear and measurable improvements in personnel, systems and processes overseas and that we are getting a measurable and positive return for UK taxpayers.

The summary report should clearly and objectively demonstrate how/if the students have progressed, using the initial knowledge check or performance evaluation, in terms of skills or abilities as appropriate following the delivery of the training. The report should also include any recommendations which the trainers perceive could improve further training.

The Department will provide the supplier with a template and guidance on the report required following the delivery of any training. The supplier is required to follow/use any such material. The report summary and recommendations will be shared with the next provider to provide training in the same country. This aims to promote continuity of training standards and an opportunity to apply lessons learned.

Suppliers will be expected to plan the delivery of the training with the Department in London and where appropriate with the ASLOs and/or the Post Aviation Security Officer (PASO) in country, and make any adaptations to the training courses necessary to accommodate local conditions and customs.

When delivering classroom based courses or similar training, certificates of attendance shall be issued to all students who attend each day of the course and who participate fully. Attendance means that the student arrives at the start and remains throughout the day until the end of the day and attends each day of the course. Unless instructed by the Department in advance, no certificates certifying the student has passed the course shall be issued and the certificate shall not refer to the UK NASP or other UK training syllabuses. Certificates will not bear the name of the supplier. The Department will make a certificate template available to ASTEM suppliers.

8. Examples of Course Synopses

The synopses below provide an overview of what would be expected to be included in a typical ASTEM training course.

ETD Operational

Synopsis: This course is designed to ensure that students can operate ETD equipment to a standard that allows them to reliably detect explosive trace on both an individual, an item carried and where required, cargo (including items deemed as high risk cargo). The course content will ensure that students have a shared appreciation of the threat to aviation and understand the principles, benefits and limitations of ETD and understand when a person/item carried/consignment is to be subjected to trace sampling. Where required, an understanding of the principles and benefits of 'continuous random' screening should also be imparted and understood.

Students will learn the correct procedure for sampling and the procedures to follow when responding to an alarm and dealing with passenger throughput during the screening process. The training will cover the screening of passengers, staff and crew at relevant egress points into the SRA/critical part (which could be front of house, central search, gate, vehicle check points or staff screening areas)

The training is operational in nature and will ideally be split into two parts - classroom and on-site operational delivery mentoring. By the end of the course students will be able to demonstrate the skills and knowledge required to operate ETD equipment in an airport environment, which includes setting up and managing a search comb to use ETD efficiently.

Students should be given an understanding of how consumables are used during ETD operation. Particular attention should be given to the process for the replacement of

consumables in order to maximise efficiency. Students should also be taught how to calibrate and interrogate the machine in order to ensure that it is working correctly and able to detect prohibited items.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of successes in order to confirm that the course has delivered improvements.

Duration: 5 days

Audience: This course is designed to train staff that will operate ETD equipment and those that mentor staff in daily use of ETD equipment.

Physical Search

Synopsis: This course is designed to equip students with the ability to safely, effectively and efficiently conduct a physical search of persons and items carried to sufficient depth and detail to identify and detect concealed items that could be used in acts of unlawful interference against civil aviation.

The course content will ensure that students have a shared appreciation of the threat to aviation and are cognisant of the types of prohibited articles that they are attempting to detect.

The course aim is to increase the standards of effective searches for prohibited articles. Students will be given practical instruction in the thorough, systematic and consistent application of effective search techniques and advised on processes to undertake in order to respond effectively to discovering an item or when not able to 'reasonably ensure' that a person/item can be cleared.

Students must be trained to conduct an efficient search of persons with restricted movement, religious headgear, children etc.

Hand-outs (in recipient language where appropriate and recommended by The Department) should be used in order to assist in ensuring that best practice is taken on board.

The training will ideally be split into two parts - classroom and on-site operational delivery mentoring to confirm that learning has been understood and is able to be applied in practice.

Consideration of local customs in relation to body search must be considered and the ability for both male and female practice searches to be conducted must be provided.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 1-2 days

Audience: This course is aimed at staff engaged in physical search of passengers and items carried.

X-Ray Screeners

Synopsis: This course is designed to equip students with the ability to safely and effectively operate X-ray screening equipment in order to identify a prohibited article in cabin or hold baggage or cargo.

The course content will ensure that students have a shared appreciation of the threat to aviation and are cognisant of the types of prohibited articles that they are attempting to detect.

The course will teach students how to use the features of the machine, interpret images and understand the limitations of X-ray equipment and operators.

This course should also cover processes to undertake in order to respond effectively to discovering an item or when one cannot 'reasonably ensure' that an item can be cleared by X-ray. The students should be existing operators with varying degrees of experience.

Trainers must be able to deliver training on Cabin baggage x-ray machines and be able to explain the benefits of regular X-ray competency training (NXCT) and Threat Image Projection (TIP).

The training will ideally be split into two parts - classroom and on-site operational delivery mentoring to confirm that learning has been applied in practice.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 3 days

Audience: This course is aimed at staff who operate X-ray screening equipment to detect prohibited articles.

Security Supervisors

Synopsis: The course will give the student the skills to enable them to lead and supervise other security staff.

The course will ensure that students have a shared appreciation of the threat to aviation and are cognisant of the type of prohibited articles that they are attempting to detect. The course will also enable the supervisor to maintain the standards of staff engaged in search of persons and items carried, hold baggage or cargo (where appropriate). As supervisors, the students must be taught other key skills, such as how to motivate staff engaged in these duties, accountable record keeping, ensuring that screening equipment remains operational (testing and consumables) and how to resolve alarms raised by

screening staff. A clear understanding of the insider threat and possible mitigations must also be delivered.

The course will enable the supervisor to identify good and bad performance and how to address poor performance through the use of quality control techniques, mentoring and training.

Where possible, lessons learnt in the classroom should be consolidated through mentoring in the airport environment.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 3-5 days

Audience: The Security Supervisors course is designed to train existing supervisors or those with the potential to become supervisors.

Train the Trainer

Synopsis: After successfully completing this course the student will be able to train managers and supervisors in a variety of different security related fields. The course provides students with the skills and abilities to train other members of the Security Team at the airport and throughout the country. The topics covered range from the threat to aviation, insider threat, designing processes with aviation security in mind, access control, training X-ray operators and hand searchers, to motivating and developing staff. The course should include modules on effective presentation skills, how to evaluate and improve the success of their teaching (where possible, peer evaluated). The course is aimed at experienced staff who are working in aviation security training or who have been identified as having suitable ability and experience and motivation to take on trainer responsibilities.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 5 days

Audience: This course is designed to train the next generation of trainers in the most current and up-to-date aviation security procedures.

Aviation Security Managers Training

Synopsis: This course will give students a good understanding of the aviation security managerial role. The course provides information to enable students to understand the aims and objectives of the aviation security organisation; the threat to civil aviation and risks to its security. It will enable students to consider how to implement current security

policies and procedures outlined in the relevant national airport or airline security programme.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 8-10 days

Audience This course is aimed at security managers employed by airports, airlines and their agents, cargo and in-flight supplier undertakings, which have direct managerial responsibilities for security personnel carrying out aviation security duties.

Operational Mentoring

Synopsis: This training involves working closely with overseas airport security supervisors and those with responsibilities for screening on-site, to measurably improve standards of AvSec over a period of 5-10 days.

The role may be undertaken by one or two trainers depending on a training needs analysis undertaken by the ASLO.

Trainers must be prepared to work at different times/shifts and at different security channels or screening checkpoints and key points of concern (i.e. cargo screening). Working patterns are likely to include 'dead times' as well as peak times (particularly when UK flights depart) in order to attain a real feel for the standard of operations.

Trainers need to observe and offer advice in a diplomatic manner in order to improve the standards of security at international airports with direct flights to the UK.

It is understood that some classroom work will be required in order to impart a shared understanding of the threat to aviation and the possible types of prohibited article that require detection. Classroom delivery should, however, be kept to a minimum as this course is designed to deliver real improvements at points of egress to the SRA/critical part.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 5-10 days

Audience: Staff implementing Aviation Security Measures, Managers and Supervisors overseas.

Cargo Security Training (including screening, UK-ACC3 and High-Risk Cargo and Mail requirements as per UK regulations)

This course is designed to ensure that students can, and know when, to apply a range of screening methodologies to a standard that allows them to reliably detect a prohibited article within a consignment of cargo (including items deemed as high risk cargo).

The course content will ensure that students have a shared appreciation of the threat to aviation and understand the principles, benefits and limitations of X-ray, ETD, EDD (where used) and hand search and understand which methodology is most appropriately applied in order to maximise the possibility of detection.

Trainers must be competent with delivering Operational ETD training and the use of explosive trace detection operations as a means of detecting prohibited articles in the cargo environment as well as at central search, staff access points and VCPs.

Trainers must ensure that students can apply quality control protocols to their work and know how to document the processes required in the screening process (consignment documentation), equipment testing (use of STP's etc.) and how to adequately protect cargo which has been screened. Trainers must ensure that the students are aware of the concept of the 'secure supply chain' for cargo and its independent validation and documentary recording processes.

Trainers must also be competent with delivering training on day-to-day items that can cause ETD alarms and alarm resolution protocols including the completion of ETD protocol reports subsequent to an alarm.

Trainers must be able to deliver training on conventional, CBX and ACBX machines and be able to explain the benefits of regular x-ray competency training (NXCT) and Threat Image Projection (TIP) and how to screen consignments that are too dense to screen by X-ray.

Trainers must have a working knowledge and ability to train on the Commission Implementing Regulation (EU) No 859/2011 and the Commission Implementing Decision C(2011) 5862, in so far as they have been subsumed into the UK Single Consolidated Direction, and the requirements for High Risk Cargo and Mail (HRCM) screening, including the use of ETD to satisfy these requirements.

Students should be given an understanding of how consumables are used during ETD operation. Particular attention should be given to the process for the replacement of consumables in order to maximise efficiency. Students should also be taught how to calibrate and interrogate the machine in order to ensure that it is working correctly and able to detect prohibited items.

The training is operational in nature and will ideally be split into two parts - classroom and on-site operational delivery mentoring. By the end of the course students will be able to demonstrate the skills and knowledge required to screen in the cargo environment. Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Hand-outs (in recipient language where appropriate and recommended by DfT) should be used in order to assist in ensuring that best practice is taken on board.

Trainers must be familiar with delivering Aviation Security Cargo courses and have operational airport security experience including cargo security (ideally at Supervisor/Managerial level). Trainers must also be familiar with delivering X-ray screening, Operational ETD training and use of explosive trace detection operations at

central search, staff access points, Vehicle Control Posts and protocols; including how ETD affects passenger throughput, management of the search comb and identifying (with examples) the day-to-day items that can cause alarms.

Duration: 5-10 days

Audience: Staff implementing Aviation Security Measures relevant to cargo including, Managers and Supervisors overseas.

Quality Assurance

Synopsis: This course will provide in-depth exposure to ICAO (and UK) standards and recommended practices in order to ensure that students can implement effective quality control processes for the delivery of a robust and auditable aviation security regime through surveys, audits, inspections and tests.

Delivery will be by lecture, discussion, practical exercises, joint examination of Host State regulations, compliance methods and management, QA best practice and, where appropriate, mentoring in an operational environment.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 5-10 days

Audience: Staff implementing Aviation Security Measures, Managers and Supervisors overseas.

Regulatory Support for Training Regime

Synopsis: This course will look at developing local and national aviation security training programmes which are supported by effective regulation that facilitates the delivery of fully trained individuals capable of providing sustained, accountable and measurable aviation security delivery to meet ICAO (and UK) standards and recommended practices. Students and tutors will share experience about setting up and running a successful AvSec training operation, embedding and applying training best practices and approaches, regulation and methodology to ensure effectiveness and consistency, and the importance of a structured training regime producing measured output.

Delivery will be by lecture, discussion, case studies, practical exercises, and joint examination of Host State regulations which help students to develop a critical and dynamic approach to providing effective training and its regulation.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 5-10 days (with likely 'follow up' provision to consolidate learning)

Audience: Senior staff implementing and overseeing the training provision for Aviation Security delivery overseas.

9. Implementation and Deliverables

The supplier and their trainers will be invited to an induction workshop. This may be held at the Department for Transport offices or another central London location or it may be delivered virtually.

This workshop will set out procedures for working with the Department, and include information sessions on understanding cultural contexts, current security protocols and suppliers providing assurance around working through interpreters. Attendance at this workshop is a mandatory requirement of being deployed under this framework. All expenses must be borne solely by the supplier.

10 . Skills and Experience

Minimum skills and experience

Suppliers must provide trainers who are accredited to deliver DfT certified courses to deliver training under this framework. The Supplier must provide at least two aviation security trainers: one male, one female (unless otherwise stipulated by DfT in the mini competition).

Nominated trainers must:

- have undertaken an Aviation Security Managers course within 5 years prior to the date of mini competition or be willing and able to acquire same before delivering training
- hold a current RFX (Recognition of Firearms and Explosives) certificate and a NXCT (National X-ray Competency Test) certificate or be willing and able to acquire same before delivering training
- be certified instructors linked to a CAA Registered Training Provider and subject to their quality assurance including regular continued personal development (CPD)
- Any required certification may be required to be provided to the Department.

In addition, all trainers must be familiar with the detail of planning and delivering aviation security training programmes and should have a wide range of aviation security training experience. Each trainer must have delivered a minimum of eight aviation security courses within 2 years prior to the date of mini competition, including more than 1 from the list specified earlier in this document. (If you are unable to demonstrate this amount of training during the pandemic period then we can extend this time period where suitable to exclude the period March 2020 to September 2021, with adequate justification).

SAFE

Specific requirements for specific courses

In asking for bids for a specific piece of training or other event, the Department may specify at mini-competition stage that trainers are certified in a particular area. For example, there is a specific certification for Cargo and Aircrew Instructors which may be required. When tendering for mini competitions to deliver Operational ETD courses, suppliers must provide trainers who have accredited training on the operation of explosive

trace detection systems approved by the Department. These examples are not exhaustive.

Expiry of qualifications

The trainer's must ensure their qualifications for this requirement as stated above are valid during the Term of the Framework Agreement to deliver any training.

11 . Quality Assurance Requirements

To maintain quality assurance, suppliers will be required to provide the Department with their courseware in advance, as stipulated within the mini competition, for review and comment (default will be 14 days in advance subject to the mini-competition meeting this timescale).

Failure to deliver either a quality product and/or failure to do so within the stipulated time could result in the call off contract being terminated and/or withdrawal of the awarded mini competition. Suppliers and trainers will be appraised routinely on the quality of their training delivery by the Department through ad hoc observations.

The Department will assess two key elements:

- is the material being presented in the training meet the Department's standard, i.e. accurate, accessible, culturally sensitive and up to date; and
- is the trainer delivering the training knowledgeable, credible, and professional.

Feedback will be provided to the supplier, and any follow up action agreed and monitored by the Department as appropriate. If, on further assessment there is no improvement in standards, the Department reserves the right to remove the trainer, or supplier, from this framework.

12 . Service Conditions and Environmental Factors

Operating environment

Host states may have limited resources and suppliers may be expected to operate in harsher working conditions than those seen in the UK. For example, IT facilities may be limited. The Department will make every effort to ensure the operating conditions are comfortable and well-resourced, but this is not always possible. Trainers must be resilient self-starters who have the flexibility and diplomacy skills necessary to work overseas (including in fragile countries) and are able to work independently.

The Department will seek to ensure that appropriate in-country transportation and accommodation is provided, in approved hotels/compounds and armoured vehicles where required. As detailed above, to deliver training in certain countries, trainers may be required to have completed additional training as mandated by relevant bodies such as the Foreign, Commonwealth and Development Office. The Department will always specify this requirement at mini-competition stage. Any provision of health and travel insurance is the responsibility of the supplier.

The trainers will need to be aware of and adhere to local cultural customs including appropriate dress and personal presentation (the Department can provide guidance to suppliers before trainers deploy).

Student requirements

The Department will usually agree with the overseas authorities in advance of the training that students will have received (within the past 12 months) operational experience working at an international airport. In addition, the students will have been formally approved and nominated by the overseas authorities and include a mixture of male and female students (usually a range of varying ability and experience).

The Department, with the competent aviation security authority in the country concerned, may on occasion include students who cannot meet all of these requirements. The Department, with the permission of the host state, may also invite students from neighbouring countries to attend any training.

It is likely that, on some occasions, students will not speak English as a first language or at all, so trainers must be competent in delivering training with the aid of interpreters.

All training material should be in English. However, should translation of course material be deemed necessary by The Department, the cost of translation (or interpreters during delivery of the training) will fall to the Department or the host state. The Department will allow time for translation and will indicate in the mini competition of the expected timescales. Translation of course material is only by prior agreement with The Department.

When delivering training overseas on behalf of the DfT it is important that all suppliers ensure that their delivery and conduct is professional and reputable at all times.

13 . Management and Contract Administration

Contract Manager

The Department requires the supplier to nominate a Contract Manager who will be a single point of contact for work pertaining to this framework. They will supply information to and meet the Department for feedback meetings. The Department requires successful suppliers to provide a sufficient level of management resource throughout the duration of the framework in order to consistently deliver a high-quality service.

The Department will also appoint an appropriate Contract Manager to act as a point of contact for suppliers.

Mini-competitions

Each piece of training or strategic event will be awarded via a mini-competition process, which the Framework Manager should co-ordinate. This will be conducted in accordance with the Framework Agreement Schedule 3 – Mini Competition Rules.

If successful in a mini-competition, suppliers will be issued with a Task Order which they must sign prior to deployment.

Suppliers will be informed if they have been unsuccessful and, where requested, feedback may be given to aid improvement in future bids.

Rearrangements

Should it become necessary to rearrange a course or training session, The Department will seek to agree with the Host State and the supplier a new mutually agreeable date for the training to take place within 6 months of the specified date on the mini-competition. If after 6 months (from the date set out in the mini-competition) it has not been possible to agree mutually convenient dates between The Department, the Host State and the ASTEM supplier, then the course may be deemed to be cancelled at no cost to The Department. The Supplier accepts the risk of cancellation.

Flights

All flights bookings will align with DfT booking policy. They will be by Economy Class, including on indirect services, on any air carrier where the total flight time for the trip (one way) is 8 hours or under in duration. If the outward or inward total flight time is over 8 hours' duration then exceptionally Premium Economy (or equivalent class) or (exceptionally) Business Class seats may be considered for purchase for the main portion of the flight. Shorter, connecting flights will generally be Economy Class but The Department may choose to upgrade on a case by case basis. The Department will arrange and pay for trainers' flights.

Arrangements

Suppliers will be responsible for meeting all pre-departure costs including visas, insurance, vaccinations or malaria prophylaxis and any other costs not agreed in advance with The Department. Obtaining and meeting the cost of the visa in time to perform the contract will be the sole responsibility of the supplier. The supplier shall be responsible for ensuring that they meet the entry requirements for the country where the training will be delivered e.g. Yellow Fever Certificate.

The Department will provide a letter of support for a second UK passport for trainers in order to assist with visa applications on a case by case basis.

The suppliers will need to make their own arrangements regarding any necessary insurance policies and health protection (e.g. travel and health care, repatriation and or quarantine cover and supplier's liability). Suppliers are required to obtain suitable medical insurance cover prior to undertaking any overseas training course.

Trainers will stay at a local hotel as recommended by the FCDO, or in FCDO provided accommodation. The Department will assist in making all necessary accommodation related arrangements. Full board hotel accommodation (including soft drinks but no alcohol) will normally be arranged by the British Embassy or The Department.

There will be occasions where the supplier is expected to meet accommodation and reasonable meals costs and be reimbursed by the Department; these will be agreed before deployment, and will require fully itemised receipts. The Department will

endeavour to provide as much advance detail if suppliers are to meet their own costs until reimbursement.

Alcohol, television services, phone calls, internet, laundry, and any other additional hotel services must be met and paid for by the supplier unless prior agreement from The Department exists.

Transport to and from the hotel to the training centre will be provided by the local British Embassy or by arranged taxi through the hotel or by the local competent aviation security authority. If transport is arranged through the hotel, please request that charges are added to the final itemised bill, to be settled on departure. There may be circumstances where providers may be required to arrange and pay for transport to and from the airport training facility and hotel, in this event The Department will require a receipt for reimbursement.

Representing HMG

The trainers will need to be aware of and adhere to local cultural customs including appropriate dress and personal presentation. (The Department can provide guidance to suppliers before trainers deploy).

When overseas on ASTEM training, business suppliers will be delivering training on behalf of HMG. The highest standards of probity and integrity should therefore be maintained. Suppliers will be seen by the local authorities as representing HMG and must conduct themselves in an appropriate fashion. This includes not using the training visit as an opportunity to market, or otherwise attempt to “sell/market”, the services of the supplier to the Host State authority.

Under no circumstances are suppliers to advertise/announce or otherwise inform anyone, other than their own staff, that they have been successful in being appointed to ASTEM without prior permission from The Department. Suppliers should not use photographs of training delivered under ASTEM in their marketing or publicity materials.

When working with the Host Country, trainers should refer enquiries or questions about regulations or course content to the ASLO who manages the relationship with that country. However, if business cards are directly requested, trainers can provide them.

Trainers and suppliers shall also not advertise/announce or otherwise inform anyone, other than their own staff, that they have been successful in winning a mini-competition without prior permission from The Department.

Details of where, when and the nature of any training delivered under ASTEM are confidential between the supplier and The Department and should not be divulged to a third party by any means including social media without prior permission from The Department.

Trainers and suppliers are not to style themselves as “The Department Approved Overseas Trainers” in correspondence, or on their websites, or use any similar language to suggest that they have been approved by the Department or HMG to undertake any

aviation security work outside the UK. The Department does not “approve” any company or individual to provide aviation security training overseas.

Under no circumstances should services or products be offered for sale to students or Host States. Materials used i.e. PowerPoint and leaflets/handouts distributed must display the logo of the Department and not that of the supplier.

A breach of the conduct requirements of the contract may lead to the termination of the supplier’s contract with the Department.

It is the supplier’s responsibility to ensure their trainers adhere to these requirements.

Review meetings

The DfT Contract Manager will set in place contract review meetings at a frequency appropriate to the length, value and complexity of the contract. The DfT Contract Manager will agree with the supplier at the contract implementation meeting what will be reviewed and measured at these meetings, and define the format data should be provided in. They will typically involve the sharing of experiences and best practice, and any lessons learnt from delivering the contract (as per the Quality Assurance section above).

Payment process

A Purchase Order Number for each Task Order will be provided to the successful supplier. Timely and accurate invoices must be sent to the DfT Shared Service Arvato and copied, with the relevant timesheets, to the DfT Contract Manager with the specified Purchase Order number.

14 . Security Requirements

Trainers deploying under this framework must have successfully completed a Counter Terrorism Check (CTC).

Suppliers must remain compliant with HMG’s Security Policy Framework (SPF) and its mandatory minimum requirements mentioned therein. A copy of this can be found on the Cabinet Office website <http://www.cabinetoffice.gov.uk/content/government-security>.

Suppliers must ensure:

- confidentiality of personal information under any applicable Data Protection Legislation, including the UK General Data Protection Regulation (GDPR) (see below);
- confidentiality of commercial information;
- confidentiality of any sensitive information relating to the work of Government on aviation security;
- confidentiality of all information relating to the host states in which they will be required to work.

The supplier may be given access to sensitive information which must only be shared on a strict need to know basis (i.e. selected members of the project team only). The supplier will destroy all classified information on completion of the project and maintain an auditable record of the destruction.

Any information arising from this project (including data, interim or final reports, recommendations and information provided by third parties) must be stored securely and access controlled, such that only those with a direct need-to-know may be able to get access to them.

Any information held on an IT system must be encrypted and password protected. Information from this project may only be shared with third parties if prior written approval is obtained from DfT. This includes publication, presentations at conferences and any informal discussions with peers who are not directly involved with the project.

Under no circumstances are suppliers to advertise/announce or otherwise inform anyone, other than their own staff, that they have been successful in this framework and any subsequent mini-competitions without prior permission from the Department. Suppliers should not use photographs of training delivered under the framework in their marketing or publicity materials.

It is the supplier's responsibility to ensure their trainers adhere to these requirements.

15 . Data Protection

The supplier will be required to comply with all applicable requirements of the UK Data Protection Legislation and all applicable Law about the processing of personal data and privacy).

Delivery of this contract will require the supplier to process Personal Data (as defined in the UK GDPR) on the DfT's behalf. The DfT will be the Data Controller and the supplier will act as the Data Processor. The supplier will process Personal Data only on the DfT's documented instructions, as set out in Annex 1 (Schedule of Processing, Personal Data & Data Subjects) of this Specification.

16. . Documentation

Each supplier will need to provide the following documentation when undertaking training under this framework:

- high quality mini-competition bids
- high quality courseware and lesson plans (provided to DfT in advance of training as stipulated in the mini competition)
- high quality handouts for all course attendees (provided to DfT in advance of training as stipulated in the mini competition)
- a high-quality report following delivery including lessons learnt as stipulated in the mini competition
- certificates of attendance for course delegates

The Department will provide a template for the follow up report. In some instances, the Department will provide courseware for the supplier to use, but this is not to be assumed and will be confirmed as required by the Department.

17. Arrangement for End of Contract

The framework will be subject to a 'call-off' arrangement. The Department will make no commitment to spend and work will be dictated by demand. The Department reserves the right to cease use of the framework at any time.

The suppliers may be asked to provide any material or information pertaining to the framework at any time (e.g. courseware).

The suppliers may also be asked to participate in a feedback session to discuss lessons learnt and build on knowledge for any future frameworks.

18. Points of Contact

All queries/ questions should be sent via the Jaggaer e-sourcing portal messaging facility.

Annex 1 – Schedule [X]: Schedule of Processing, Personal Data & Data Subjects

This Schedule shall be completed by the Controller. The Controller may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:
[DataProtectionOfficer@dft.gov.uk].
2. The contact details of the Processor's Data Protection Officer are: [insert contact details].
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor.
Subject matter of the processing	The Processor will be conducting aviation security training on behalf of the Department.
Duration of the processing	<i>[The duration of the contract.]</i>
Nature and purposes of the processing	The supplier will be recording names and contact details of individuals participating in the training activity.
Type of Personal Data being Processed	Names, email addresses, telephone numbers.
Categories of Data Subject	Staff, (including volunteers, agents, and temporary workers), local civil aviation, ministry of interior, third party suppliers.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All personal data will be destroyed upon the Departments acceptance of a satisfactory report regarding the training activity carried out.
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Schedule 2 Award Questionnaire

All bid response documents (including those as clarifications) submitted by the Supplier as part of the Aviation Security Training, Engagement & Mentoring (ASTEM) Framework Procurement, via the E-Sourcing Portal Jaggaer, dated 6th June 2022 form this Schedule 2 Award Questionnaire.

This includes but is not limited to;

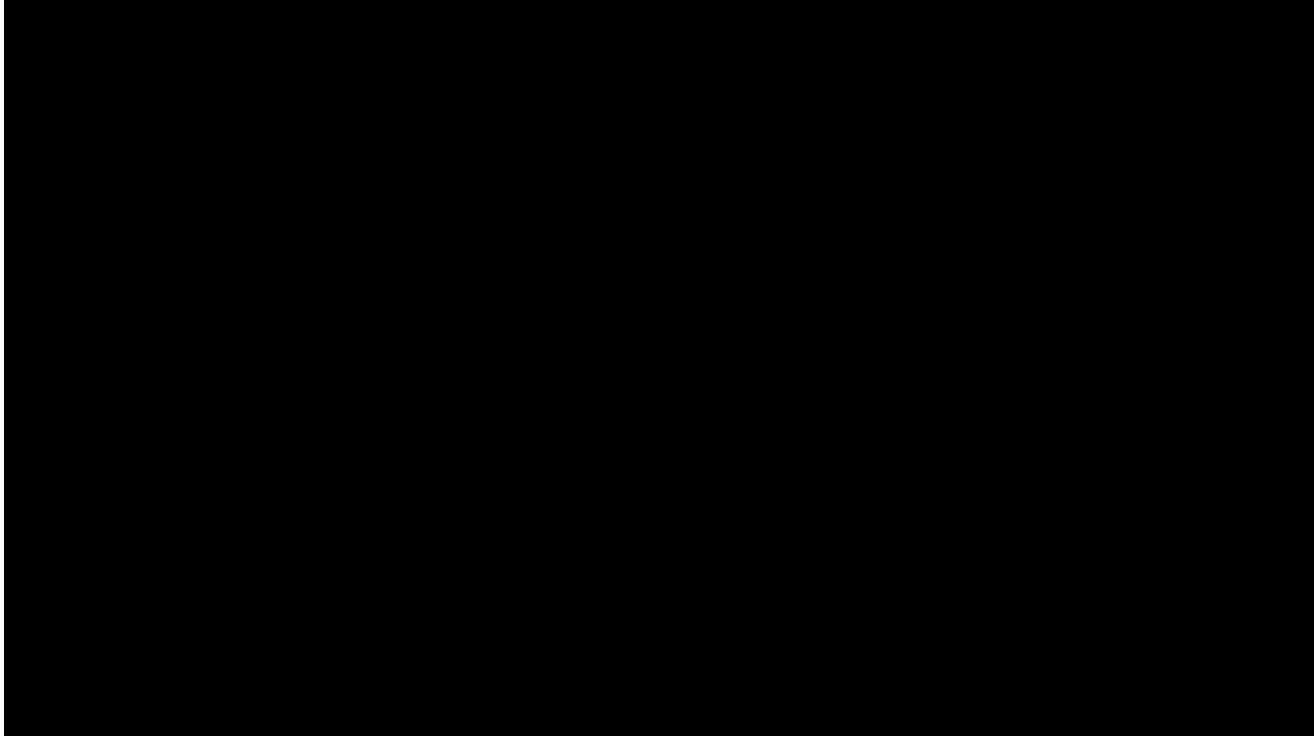
- Section 1: Mandatory Requirements
- Section 2: Experience
- Section 3: Training and Training Aids
- Section 4: Course Evaluation
- Section 5: Social Value

The Buyer, including the Contract Manager, has access to all the Supplier's bid response documents that form this Schedule 2 Award Questionnaire.

Schedule 3 Pricing Information

[Redacted Table Content]	
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[Redacted Table Content]	
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Schedule 5 Deed of Guarantee

THIS DEED OF GUARANTEE is made on 25/05/2022

BETWEEN:

- (1) Westminster Aviation Security Services Ltd a company incorporated in England and Wales] with number 04030072 whose registered office is at Westminster House, Blacklocks Hill, Banbury Lane, Banbury Oxfordshire OX17 2BS, a company incorporated under the laws of England. ("Guarantor"); in favour of
- (2) Department for Transport, whose offices are located at located at Fourth Floor Great Minster House, 33 Horseferry Road, London, SW1P 4DR ("Beneficiary")

WHEREAS:

- A It is a condition of the Beneficiary entering into the Guaranteed Agreement with Westminster Aviation Security Services Ltd. ("Supplier") that the Guarantor executes and delivers this Deed of Guarantee to the Beneficiary.
- B The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee the due performance by the Supplier of all of the Supplier's obligations under the Guaranteed Agreement.
- C It is the intention of the parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor HEREBY AGREES with the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed of Guarantee:

- 1.1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

- 1.1.2 the words and phrases below shall have the following meanings:

"Beneficiary" means the Department for Transport, with whom the Supplier enters into the Contract with

"Contract" means the Aviation Security Training, Engagement & Mentoring (ASTEM) Framework dated on or about the date hereof made between the Department for Transport and the Supplier;

"Guaranteed Agreement" means the Contract between the Supplier and a Department for Transport

"Guaranteed Obligations" means all obligations of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement; and

"Services" shall have the meaning given in the Contract;

- 1.1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 1.1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument and to any regulations made under it, as amended, extended or re-enacted from time to time, whether before or after the date of this agreement;
- 1.1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.1.10 references to Clauses and schedules are, unless otherwise provided, references to Clauses of and schedules to this Deed of Guarantee; and
- 1.1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under the Guaranteed Agreement or in respect of the Guaranteed Obligations.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2 fully indemnify and keep the Beneficiary fully indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation, the Guarantor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary, enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
 - 4.1.1 Westminster Group Plc, Westminster House, Blacklocks Hill, Banbury Lane, Banbury Oxfordshire OX17 2BS.
 - 4.1.2 Facsimile Number: 01295 756302.
 - 4.1.3 Email address: CoSec@wg-plc.com

4.1.4 For the Attention of: The Company Secretary

or such other address in England and Wales, email address or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address, email address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile or electronic mail, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile or electronic mail message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
 - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable

against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

RIGHTS OF SUBROGATION

- 6.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or

any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 6.1.1 of subrogation and indemnity;
 - 6.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
 - 6.1.3 to prove in the liquidation or insolvency of the Supplier,
- only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Guarantor hereby represents and warrants to the Beneficiary that:
 - 7.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 7.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 7.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation, entry into and performance of a contract pursuant to Clause 3 have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - 7.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 7.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 7.1.3.3 the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;
 - 7.1.3.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its

jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

- 7.1.4 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

7.2 The Guarantor acknowledges and agrees that:

- 7.2.1 the warranties, representations and undertakings contained in this Deed of Guarantee are material and are designed to induce the Beneficiary into entering in the Guaranteed Agreement; and
- 7.2.2 the Beneficiary has been induced into entering into the Guaranteed Agreement and in doing so has relied upon the warranties, representations and undertakings contained herein.

8. PAYMENTS AND SET-OFF

- 8.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 8.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee from the day after the date on which payment was due up to and including the date of payment in full (as well after as before any judgment) calculated from day to day at a rate per annum equal to the latest inter-bank lending rate (LIBOR) plus two percent (2%) above the base rate of the Bank of England from time to time in force.
- 8.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

9. GUARANTOR'S ACKNOWLEDGEMENT

- 9.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

10. ASSIGNMENT

- 10.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

11. SEVERANCE

- 11.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

12. GOVERNING LAW

- 12.1 This Deed of Guarantee shall be governed by and construed in all respects in accordance with the laws of England and Wales.
- 12.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England and Wales shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 12.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

[Guidance Note: Include the following provision dealing with the appointment of English process agent by a non English incorporated Guarantor] [The Guarantor hereby irrevocably designates, appoints and empowers [insert name of Supplier] (the Supplier)]

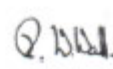
[Guidance Note: a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by underhand

Westminster Aviation Security Services Ltd acting by:-


CEO Director P. D. Fowler


Company Secretary R. W. Worrall

Schedule 8 Commercially Sensitive Information

Please see the guidance relating to this Schedule at section 3.8 of the ITT (Confidentiality and Freedom of Information).

Commercially sensitive information

I declare that I consider the following information to be commercially sensitive.

N/A

The reason(s) it is considered that this information should be exempt from public disclosure, with reference to specific exemptions under the Freedom of Information Act 2000 (FOIA) or Environmental Information Regulations (EIR) is:

The period of time for which it is considered this information should be exempt is [until award of Contract OR during the period of the contract OR for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE:



NAME (PRINT):

Peter Fowler

POSITION:

CEO

COMPANY:

Westminster Aviation Security Services Ltd

DATE:

25th May 2022

**Framework Agreement Schedule 1:
Mini-Competition Fee Schedule**

MINI-COMPETITION Schedule of prices (TABLE A)

1. The daily rate must not exceed the submitted maximum daily rate price as part of the suppliers tender submission to join the ASTEM Framework.

Grade or Title	Name	Daily Rate £	Number of Days	Total (Daily Rate x Number of Days)
Total (of each column):				

Framework Agreement Schedule 2: Conditions Of Contract

Introduction

This Schedule sets out the general terms and conditions of contract which apply to the Framework Agreement and to each Task Order in accordance with their respective terms.

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A. GENERAL PROVISIONS

A1 Definitions and Interpretation

A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Approval” means the written consent of the Department.

“Department” means the Secretary of State for Transport including Department for Transport (DfT).

“Department data” means any data supplied by the Department, or others, in whatever format, related to the delivery of this Contract.

"Department System" means the Department's computing equipment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Department or the Supplier in connection with this Contract which is owned by or licensed to the Department by a third party and which interfaces with the Supplier System or which is necessary for the Department to receive the Services.

“Commencement Date” means the date specified in the Contract.

“Commercially Sensitive Information” means the information notified the Department in writing (prior to the commencement of this Agreement) which has been clearly marked as Commercially Sensitive Information comprised of information:

(a) which is provided by the Supplier to the Department in confidence for the period set out in that Schedule or notification; and/or

1. (b) that constitutes a trade secret.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause E3 (Confidential Information));
- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information.

“Contract” means this Framework Agreement [or in the case of a Task Order, this Task Order].

“Contracting Authority” means any entity coming within the definition of "contracting authorities" in Regulation 2 of the Public Contracts Regulations 2015.

“Supplier” means the person, firm or company with whom the Department enters into the Contract.

“Contract Period” means the duration of the Contract in accordance with its terms until it expires or is terminated.

“Contract Price” means the price (exclusive of any applicable VAT), payable to the Supplier by the Department under any Task Order, for the full and proper performance by the Supplier of its obligations under that Task Order.

"Supplier System" means the information and communications technology system used by the Supplier in performing the Services including the software, the Supplier equipment and related cabling (but excluding the Department System)

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive and Northern Ireland Departments, the Scottish Government and the Welsh Government), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

“Data loss” means any instance where the Department’s data has been lost, misplaced or destroyed, where unauthorised persons have gained or been allowed access to data, or where, due to the breakdown of, or failure to comply with protective security policies or measures including technical and procedural measures, there is a potential that unintended or unauthorised access to the Department’s data may be possible.

"Days" shall mean calendar days save where the context otherwise requires

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DPA” means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Equipment” means the Supplier’s equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Supplier’s or any sub-contractor’s organisation; or
- (b) the failure by any sub-contractor to perform its obligations under any sub-contract.

“Fraud” means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence,

prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"ICT Environment" means the Department's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Department or the Supplier in connection with this Agreement which is owned by or licensed to the Department by a third party and which interfaces with the Supplier System or which is necessary for the Department to receive the Services **and** the information and communications technology system used by the Supplier in performing the Services including the Software, the Supplier Equipment and related cabling (but excluding the Department System);

"Information" in the context of FOIA has the meaning given under section 84 of the FOIA.

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), know how, confidential information, trade marks discoveries, inventions, applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. In each case it includes these rights and interests in every part of the world for their full terms, including any renewals and extensions, and the right to receive any income from them and any compensation in respect of their infringement.

"Key Personnel" means those persons named in the Contract as being key personnel.

"Law" means any applicable Act of Parliament or of a devolved legislature, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities

Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Supplier is bound to comply.

“Management Information” means the information specified in the Monitoring and Management Information Schedule

“Month” means calendar month.

“Party” means a party to the Contract.

“Location” means the location where the Services are to be performed and/or supplied, as set out in the Specification or Contract.

“Property” means the property, other than real property, if any issued or made available to the Supplier by the Department in connection with the Contract.

“Protective Markings” means the markings given to Her Majesty’s Government (HMG) documents and information that indicates the level of protective security that should be applied to that document or information. The Government Security Classifications (GSC) scheme is published on GOV.UK website at the following address: <https://www.gov.uk/government/publications/government-security-classifications>

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

“Receipt” means the physical or electronic arrival of the invoice at the address of the Department detailed in the Framework Agreement or at any other address given by the Department to the Supplier for the submission of invoices.

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Department and “Regulatory Body” shall be construed accordingly.

“Removable Media” means all physical items and devices than can carry and transfer electronic information. Examples include but are not limited to DVDs, CDs, floppy disks, portable hard disk drives, USB memory sticks, flash drives, portable music and video players including mobile phones, hand held devices such as Blackberries and Personal Digital Assistants and laptop computers.

“Replacement Supplier” means any third party service provider appointed by the Department to supply any services which are substantially similar to any of the Services and which the Department receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

"Relevant Convictions" means a conviction that is relevant to the nature of the Services [or as listed by the Department and/or relevant to the work of the Department]

“Security Plan” means the Supplier’s description of the plans in place that describe the personnel, physical and information assets. It should include, but not be implemented, instructions on responding to threats, suspicious items or

events, evacuation and business continuity plans and communications and enquiry handling plans.

“Security Policy” means the Department’s Security Policy set out in these Conditions of Contract and as maybe elsewhere in the Contract, including:

Maintaining confidentiality - the protection of information from unauthorised access, disclosure or intelligible interception thus ensuring that the information is only revealed to those with the authority to see or hear it, both inside and outside the Department.

Maintaining integrity – the safeguarding of the accuracy and completeness of information to ensure that the information cannot be modified, inserted, deleted, replayed or otherwise abused, whether accidentally or deliberately,

Maintaining availability – ensuring that information is available when required by those authorised to have access,

and using Protective Markings for documents and information as necessary

“Schedule” means a schedule attached to, and forming part of, the Contract.

“Services” means the services to be supplied as specified in the Specification.

“Specification” means the description of the Services to be supplied under the Contract as set out in the Contract including, where appropriate, the Key Personnel, the Location and the Quality Standards.

“Staff” means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.

“Staff Vetting Procedure” means the Department’s procedures for the vetting of personnel and as advised to the Supplier by the Department.

“Tender” means the document(s) submitted by the Supplier to the Department in response to the Department’s invitation to suppliers for formal offers to supply it with the Services including, in the case of any Task Order, the Supplier’s response in any mini-competition conducted under the Framework in respect of such Task Order.

“Variation” has the meaning given to it in clause F3.1 (Variation).

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

“UK Normal Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

- A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:
 - (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - (b) words importing the masculine include the feminine and the neuter;
 - (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - (d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - (e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - (f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

- (g) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

A2 [NOT USED]

A3 Supplier's Status

At all times during the Contract Period the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

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- **A4 Department's Obligations**

- (i) Save as otherwise expressly provided, the obligations of the Department under the Contract are obligations of the Department in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Department in any other capacity, nor shall the exercise by the Department of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Department to the Supplier.

A5 Notices

A5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is not returned as undelivered,

unless the contrary is proved the notice or communication shall be deemed to have been given 2 UK Normal Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

A5.3 For the purposes of clause A5.2, the address of each Party shall be the address stated in the Framework Agreement.

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 Mistakes in Information

The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Department by the Supplier in connection with the supply of the Services and shall pay the Department any extra costs occasioned by any discrepancies, errors or omissions therein

• A7 Conflicts of Interest

A7.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Department, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Department under the provisions of the Contract. The Supplier will disclose to the Department full particulars of any such conflict of interest which may arise.

A7.2 The Department reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Department, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Department under the provisions of the Contract. The actions of the Department pursuant to this

clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Department.

B. SUPPLY OF SERVICES

B1 The Services

B1.1 The Supplier shall supply the Services during the Contract Period in accordance with the Department's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Department may inspect and examine the manner in which the Supplier supplies the Services at the Location or elsewhere during normal business hours on reasonable notice.

B1.2 **[NOT USED]**

B2 Provision and Removal of Equipment

B2.1 The Supplier shall provide all the Equipment necessary for the supply of the Services.

B2.2 The Supplier shall not deliver any Equipment nor begin any work at the Location without obtaining prior Approval.

B2.3 All Equipment brought onto the Location shall be at the Supplier's own risk and the Department shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Department's Default. The Supplier shall provide for the haulage or carriage thereof to the Location and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Location will remain the property of the Supplier.

B2.4 The Supplier shall maintain all items of Equipment within the Location in a safe, serviceable and clean condition.

B2.5 The Supplier shall, at the Department's written request, at its own expense and as soon as reasonably practicable:

- (a) remove from the Location any Equipment which in the reasonable opinion of the Department is either hazardous, noxious or not in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B2.6 On completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Location in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Location or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

• **B3 Manner of Carrying Out the Services**

B3.1 The Supplier shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Department prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B3.2 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

• **B4 Key Personnel**

B4.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Department. All Key Personnel and other Personnel deployed on work relating to this Contract shall be appropriately

qualified and meet the requirements set out in the Specification. The Supplier shall supervise and manage all such Personnel properly.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Department, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Department. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Department shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

B5 Supplier's Staff

B5.1 The Department may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the any premises belonging to or controlled by the Department or the Crown:

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Department, be undesirable.

B5.2 At the Department's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Location, specifying the capacities in which

they are concerned with the Contract and giving such other particulars as the Department may reasonably request.

B5.3 The Supplier's Staff, engaged within the boundaries of the Location, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Location.

B5.4 The Supplier shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

B5.5 In addition to any other checks required by the Department, the Department may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Supplier shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.

B5.6 If the Supplier fails to comply with clause B5.2 within 2 Months of the date of the request and in the reasonable opinion of the Department, such failure may be prejudicial to the interests of the Crown, then the Department may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Department.

B5.7 The decision of the Department as to whether any person is to be refused access to the premises under clause B5.2 and as to whether the Supplier has failed to comply with clause B5.2 shall be final and conclusive.

B5.8 The Supplier shall provide training for all Persons employed or engaged in the provision of the Services to ensure that these Persons understand and adhere to the Department's Security Policy.

B6 Inspection of Location

The Department will liaise with the supplier regarding the Location and its associated facilities to ensure this is suitable and sufficient for each awarded mini competition.

• **B7 Licence to occupy Location**

B7.1 Any land or premises made available from time to time to the Supplier by the Department in connection with the Contract, shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

B7.2 The Supplier shall limit access to the land or Location to such Staff as is necessary to enable it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Location as the Department may reasonably request.

B7.3 Should the Supplier require modifications to the Location, such modifications shall be subject to prior Approval and shall be carried out by the Department at the Supplier's expense. The Department shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Department.

B7.4 The Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of

such premises as determined by the Department, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

- B7.5 The Parties agree that there is no intention on the part of the Department to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Department retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

B8 Property

- B8.1 Where the Department issues Property free of charge to the Supplier such Property shall be and remain the property of the Department and the Supplier irrevocably licences the Department and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and the Supplier shall at all times possess the Property as fiduciary agent and bailee of the Department. The Supplier shall take all reasonable steps to ensure that the title of the Department to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Department's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Department.
- B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Department otherwise within 5 UK Normal Working Days of receipt.
- B8.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.

B8.4 The Supplier shall ensure the security of all the Property whilst in its possession, either at the Location or elsewhere during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

B8.5 The Supplier shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Department's Default. The Supplier shall inform the Department within 2 UK Normal Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

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- **B9 Offers of Employment**

For the duration of the Contract and for a period of 12 months thereafter neither the Department nor the Supplier shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

- **B10 Meetings and Reports**

- B10.1 The Supplier shall upon receipt of reasonable notice and during normal office hours attend all meetings arranged by the Department for the discussion of matters connected with the performance of the Services.

- B10.2 Without prejudice to any other requirement in this Contract, the Supplier shall provide such reports on the performance of the Services as the Contract Manager may reasonably require.

C PAYMENT AND CONTRACT PRICE (Applies only to Task Orders)

C1 Contract Price

C1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Department shall pay the Contract Price in accordance with clause C2 (Payment and VAT).

C1.2 The Department shall, in addition to the Contract Price and following Receipt of a valid VAT invoice and properly completed training report, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C2 Payment and VAT

C2.1 The Department is committed to pay as soon as possible and shall pay all sums due to the Supplier within 30 days of receipt of a valid invoice and properly completed training report, submitted after completion of Services required under the Task Order.

C2.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Department to substantiate the invoice.

C2.3 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor as soon as possible and in any event not exceeding 30 days from the receipt of a valid invoice. The Department reserves the right to ask for information about payment performance and will provide a facility for sub-contractors to report poor performance to the Department.

C2.4 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.

- C2.5 The Supplier shall indemnify the Department on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied,

demanded or assessed on the Department at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause C2.5 shall be paid by the Supplier to the Department not less than 5 UK Normal Working Days before the date upon which the tax or other liability is payable by the Department.

- C2.6 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Department on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

C3 Recovery of Sums Due

- C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Department in respect of any breach of the Contract), the Department may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under the Framework Agreement or under any Task Order or under any other agreement or contract with the Department or with any other Department, Agency or Office of Her Majesty's Government.
- C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Supplier shall make all payments due to the Department without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Department to the Supplier.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 [NOT USED]

• **C5 Euro**

C5.1 Any requirement of Law to account for the Services in Euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Supplier free of charge to the Department.

C5.2 The Department shall provide all reasonable assistance to facilitate compliance with clause C5.1 by the Supplier.

D. STATUTORY OBLIGATIONS AND REGULATIONS

D1 Prevention of Corruption

D1.1 The Supplier shall not offer or give, or agree to give, to the Department or any other public body or any person employed by or on behalf of the Department or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Department or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

D1.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Department or any other public body or any person employed by or on behalf of the Department or any other public body in connection with the Contract.

- D1.3 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses D1.1 or D1.2, the Department may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Department resulting from the termination, including the cost reasonably incurred by the Department of making other arrangements for the supply of the Services and any additional expenditure incurred by the Department throughout the remainder of the Contract Period; or
 - (b) recover in full from the Supplier any other loss sustained by the Department in consequence of any breach of those clauses.

(ii) D2 Prevention of Fraud

(iii)

- (iv) D2.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Department.

(v)

- (vi) D2.2 The Supplier shall notify the Department immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

(vii)

- (viii) D2.3 If the Supplier or its Staff commits Fraud in relation to this or any other contract with the Crown (including the Department) the Department may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Department resulting from the termination, including the cost reasonably incurred by the Department of making other arrangements for the supply of the Services and any additional expenditure incurred by the Department throughout the remainder of the Contract Period; or
- (b) recover in full from the Supplier any other loss sustained by the Department in consequence of any breach of this clause.

D3 Discrimination

D3.1 The Supplier shall not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment against a person on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, gender reassignment, marriage and civil partnerships, pregnancy and maternity, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976 (as updated by the Race Relations (Amendment) Act 2000, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995 (as amended by the Disability Discrimination (Amendment) Act 2005), the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

D3.2 The Supplier shall take all reasonable steps to secure the observance of clause D3.1 by all Staff, suppliers and sub-contractors.

D4 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

• D5 Environmental Requirements

D5.1 The Supplier shall perform its obligations under the Contract in accordance with the Department's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases,

volatile organic compounds and other substances damaging to health and the environment.

D5.2 All written work, including reports, delivered in connection with this Contract shall (unless otherwise specified) be produced on recycled paper containing 100% post consumer waste and used on both sides where appropriate. Paper used for printed publications must contain at least 75% recycled fibre paper in accordance with the UK government's timber procurement policy.

D5.3 All timber or wood-derived products procured as part of this contract must originate from either legal and sustainable or FLEGT licensed or equivalent sources, as set out in the Specification. The timber condition at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/3428/dft-how-we-buy.pdf will also apply.

D5.4 All goods purchased by the Supplier on behalf of the Department (or which will become the property of the Department) must comply with the relevant minimum environmental standards specified in the Government Buying Standards (formerly "Quick Wins") unless otherwise specified or agreed in writing.

Click on <http://sd.defra.gov.uk/advice/public/buying/> and select "find a product".

D6 Health and Safety

D6.1 The Supplier shall promptly notify the Department of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.

D6.2 While on the Location, the Supplier shall comply with any health and safety measures implemented by the Department in respect of Staff and other persons working there or which otherwise apply there.

D6.3 The Supplier shall notify the Department immediately in the event of any incident occurring in the performance of its obligations under the Contract

where that incident causes any personal injury or damage to property which could give rise to personal injury.

D6.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Location in the performance of its obligations under the Contract.

D6.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Department on request.

D7 Transfer Of Undertakings (Protection Of Employment) Regulations 1981 (as amended) (“TUPE”)

D7.1 The Supplier shall provide the Department, or any other person authorised by the Department who is to be invited to submit a tender in relation to the provision of similar Services, with such information (including any changes to and interpretations thereof) in connection with TUPE as the Department may require. The Supplier shall provide the information within 10 days of the Department’s request.

D7.2 During the 8 month period preceding the Expiry Date or any notice period, the Supplier shall not without the prior consent of the Department (which shall be in writing, but shall not be unreasonably withheld or delayed) move or deploy any Key Personnel away from the performance of the Services under this Contract:

D7.3 Save where the Services comprise the provision of a consultancy service, during the 8 month period preceding the date of expiry set out in clause A2 or any notice period, the Supplier shall not without the prior consent of the Department (which shall be in writing, but shall not be unreasonable withheld or delayed):

- (a) materially amend the terms and conditions of employment of any employee whose work, wholly or mainly falls within the scope of this Contract; or
- (b) materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this Contract; or

D7.3 The Supplier shall not knowingly do, or omit to do, anything which may adversely affect the orderly transfer of responsibility for provision of the Services. The Supplier will indemnify the Department and keep it indemnified against any claims made by any person whose employment transfers to the Department which relate to anything that happened (or should have happened) before the transfer.

E PROTECTION OF INFORMATION

E1 Data Protection Act

E1.1 For the purposes of this Clause E1, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing shall have the meaning prescribed under the DPA.

E1.2 The Supplier shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

E1.3 Notwithstanding the general obligation in clause E1.2, where the Supplier is processing Personal Data (as defined by the DPA) as a Data Processor for the Department the Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Department;
- (b) comply with all applicable laws;

- (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
- (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) obtain prior written consent from the Department in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- (g) not cause or permit the Personal Data to be transferred, stored, accessed, viewed or processed outside of the United Kingdom without the prior written consent of the Department;
- (h) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause E1;
- (i) ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Department;
- (j) not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Department or in compliance with a legal obligation imposed upon the Department; and

E1.4 notify the Department (within five UK Normal Working Days) if it receives:

- (a) a request from a Data Subject to have access to that person's Personal Data; or
- (b) a complaint or request relating to the Department's obligations under the DPA;

E1.5 The provision of this Clause E1 shall apply during the Contract Period and indefinitely after its expiry.

E2 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

E2.1 The Supplier shall comply with, and shall ensure that its Staff comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) Section 182 of the Finance Act 1989.

E2.2 In the event that the Supplier or its Staff fail to comply with this clause, the Department reserves the right to terminate the Contract by giving notice in writing to the Supplier.

E3 Confidential Information

E3.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- (a) treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- (b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

E3.2 Clause E3.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause E4 (Freedom of Information);
- (b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- (e) it is independently developed without access to the other party's Confidential Information.
- (f) disclosure may be necessary for the performance of this Contract;
- (g) disclosure is required to comply with E8 of this Contract.

E3.3 The Supplier may only disclose the Department's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.4 The Supplier shall not, and shall procure that the Staff do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Agreement.

E3.5 At the written request of the Department, the Supplier shall procure that those members of the Staff identified in the Department's notice signs a

confidentiality undertaking prior to commencing any work in accordance with this Agreement.

E3.6 Nothing in this Agreement shall prevent the Department from disclosing the Supplier's Confidential Information (including the Management_Information obtained under F7):

- (a) to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
- (b) to any consultant, contractor or other person engaged by the Department;
- (c) for the purpose of the examination and certification of the Department's accounts; or
- (c) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- (d) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (e) To the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (f) On a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement

E3.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause E3.6 is made aware of the Department's obligations of confidentiality.

E3.8 Nothing in this clause E3 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

E4 **Freedom of Information**

E4.1 The Supplier acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its Information disclosure obligations.

E4.2 The Supplier shall and shall procure that any sub-contractors shall transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two UK Normal Working Days of receiving a Request for Information;

- (a) provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five UK Normal Working Days (or such other period as the Department may specify) of the Department's request; and
- (b) provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

- E4.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations
- E4.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Department.
- E4.5 The Supplier acknowledges that (notwithstanding the provisions of Clause E2) the Department may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**“the Code”**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services in certain circumstances:
- (a) without consulting the Supplier; or
 - (b) following consultation with the Supplier and having taken their views into account;
- provided always that where E4.5(a) applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
- E4.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.
- E4.7 The Supplier acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Department may be obliged to disclose it in accordance with this clause E4.

E5 Publicity, Media and Official Enquiries

- E5.1 Without prejudice to the Department's obligations under the FOIA, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the prior written consent of the other Party.
- E5.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause E5.1.

E6 Security

- E6.1 The Supplier shall comply with all security requirements of the Department while working on the Contract, and shall ensure that all Staff comply with such requirements.
- E6.2 The Supplier shall comply, and shall procure the compliance of the Supplier's Personnel, with the Department's Security Policy and where required the Security Plan and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.
- E6.3 The Department shall notify the Supplier of any changes or proposed changes to the Security Policy.
- E6.4 The Supplier shall, as an enduring obligation throughout the Term of the Contract, use the latest versions of anti-virus definitions available (from an industry accepted anti-virus software vendor) to check for and delete Malicious Software from the ICT Environment.
- E6.5 Notwithstanding clause E6.4, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Department Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

E6.6 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause E6.5 shall be borne by the parties as follows:

- a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the Department Data (whilst the Department Data was under the control of the Supplier); and
- b) by the Department if the Malicious Software originates from the Department Software or the Department Data (whilst the Department Data was under the control of the Department).

E7 Intellectual Property Rights

E7.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, software, patents, patterns, models, designs or other material (the "**IP Materials**"):

- (a) furnished to or made available to the Supplier by or on behalf of the Department shall remain the property of the Department; and
- (b) prepared by or for the Supplier on behalf of the Department for use, or intended use, in relation to the performance by the Supplier of its obligations under the Contract shall belong to the Department;

and the Supplier shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

E7.2 The Supplier hereby assigns to the Department, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause E7.1 (b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier. The Supplier shall execute all documentation necessary to execute this assignment.

- E7.3 The Supplier shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.
- E7.4 The Supplier shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Department a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Department an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Department to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Supplier or to any other third party supplying services to the Department.
- E7.5 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Supplier shall, during and after the Contract Period, indemnify and keep indemnified and hold the Department and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Department or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:
- (a) items or materials based upon designs supplied by the Department; or
 - (b) the use of data supplied by the Department which is not required to be verified by the Supplier under any provision of the Contract.
- E7.6 The Department shall notify the Supplier in writing of any claim or demand brought against the Department for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- E7.7 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier:

- (a) shall consult the Department on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) shall take due and proper account of the interests of the Department; and
- (c) shall not settle or compromise any claim without the Department's prior written consent (not to be unreasonably withheld or delayed).

E7.8 The Department shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Department or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under the Contract and the Supplier shall indemnify the Department for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not, however, be required to indemnify the Department in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause E7.5 (a) or (b).

E7.9 Save where it is ordered by a court of competent jurisdiction to do otherwise, the Department shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Department or the Supplier in connection with the performance of its obligations under the Contract.

E7.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Department and, at its own expense and subject to the consent of the Department (not to be unreasonably withheld or delayed), use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or
- (b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Department,

and in the event that the Supplier is unable to comply with clauses E7.7(a) or (b) within twenty UK Normal Working Days of receipt of the Supplier's notification the Department may terminate the Contract with immediate effect by notice in writing.

E7.11 The Supplier grants to the Department a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Department reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

E8 Audit

E8.1 The Supplier shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Department, and all payments made by the Department. The Supplier shall on request afford the Department or the Department's representatives such access to those records as may be requested by the Department in connection with the Contract.

E8.2 The Supplier shall afford such facilities as the Department may reasonably require for its representatives to visit the Supplier's premises and examine the records held under this Condition. The right to these records shall not apply to

the extent that an examination would jeopardise the confidentiality of information relating to the Supplier's other Clients.

E8.3 Subject to the provision of reasonable notice to the Supplier, and for the purpose of:

- a) Examining and certifying Department's accounts; or
- b) any examination, pursuant to section 6(1) of the National Audit Act 1983, of the economy, efficiency and effectiveness with which the Department has used its resources

the Comptroller and Auditor General shall have a right of access to such relevant documents as are owned, held or otherwise within control of the Supplier.

E8.4 The Supplier shall assist the Comptroller and Auditor General to understand such documents and provide any oral/or written information and explanation of the documents as may reasonably be requested.

E8.5 For the avoidance of doubt, nothing in this Condition constitutes a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Supplier.

E9 **Department Data**

E9.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Department Data.

E9.2 The Supplier shall not store, copy, disclose, or use the Department Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Department.

- E9.3 To the extent that Department Data is held and/or processed by the Supplier, the Supplier shall supply that Department Data to the Department as requested by the Department in the format specified.
- E9.4 The Supplier shall take responsibility for preserving the integrity of Department Data and preventing the corruption or loss of Department Data.
- E9.5 The Supplier shall perform secure back-ups of all Department Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Department at all times upon request.
- E9.6 The Supplier shall ensure that any system on which the Supplier holds any Department Data, including back-up data, is a secure system that complies with the Security Policy.
- E9.7 If the Department Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Department may:
- a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Department Data to the extent and in accordance with the requirements specified; and/or
 - b) itself restore or procure the restoration of Department Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified.

E10 Removable Media

- E10.1 The Supplier shall only use encrypted Removable Media issued by the Department when connected to the Department's IT network and all use must be in strict accordance with the rules about sensitivity and risks of information. In particular, encrypted memory sticks may only be used for data marked up to and including the Protective Marking of 'Protect'.

E10.2 All losses of data must be reported to the Contract Manager as soon as possible so that risk mitigation action can be taken. Any theft of Removable media must be reported to the Police and a crime/incident number obtained.

E10.3 Floppy disks must not be used in the delivery of this Contract.

E11 Transparency

E11.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract (including, but not limited to, any documents subsequently developed to monitor delivery and performance of the contract) are not Confidential Information.

The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

E11.2 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Department to publish the Contract (and any documents subsequently produced by either party as part of management of the contract – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, including from time to time agreed changes to the Contract, to the general public.

E11.3 The Department may consult with the Supplier to inform its decision regarding any redactions that may be required to keep information which is exempt from disclosure under the FOIA from being disclosed but the Department shall have the final decision in its absolute discretion.

The Supplier shall assist and cooperate with the Department to enable the Department to publish this Contract.

F. CONTROL OF THE CONTRACT

F1 Transfer and Sub-Contracting

- F1.1 Except where F1.4 and 5 applies, the Supplier shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Supplier of any of its obligations or duties under the Contract.
- F1.2 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- F1.3 Where the Department has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Department, be sent by the Supplier to the Department as soon as reasonably practicable.
- F1.4 **(Applies only to Task Orders)** Notwithstanding clause F1.1, the Supplier may assign to a third party (“**the Assignee**”) the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Contract (including any interest which the Department incurs under clause C2.6). Any assignment under this clause F1.4 shall be subject to:
- (a) reduction of any sums in respect of which the Department exercises its right of recovery under clause C3 (Recovery of Sums Due);
 - (b) all related rights of the Department under the contract in relation to the recovery of sums due but unpaid; and
 - (c) the Department receiving notification under both clauses F1.5 and F1.6.
- F1.5 **(Applies only to Task Orders)** In the event that the Supplier assigns the right to receive the Contract Price under clause F1.4, the Supplier or the Assignee shall notify the Department in writing of the assignment and the date upon which the assignment becomes effective.
- F1.6 **(Applies only to Task Orders)** The Supplier shall ensure that the Assignee notifies the Department of the Assignee’s contact information and bank account details to which the Department shall make payment.

F1.7 **(Applies only to Task Orders)** The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Department.

F1.8 Subject to clause F1.10, the Department may assign novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority; or
- (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Department; or
- (c) any private sector body which substantially performs the functions of the Department,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

F1.9 Any change in the legal status of the Department such that it ceases to be a Contracting Authority shall not, subject to clause F1.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Department.

F1.10 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.8 to a body which is not a Contracting Authority or if there is a change in the legal status of the Department such that it ceases to be a Contracting Authority (other than as a result only of the United Kingdom no longer being a member of the European Union) (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):

- (a) the rights of termination of the Department in clauses H1 (Termination on change of control and insolvency) and H2.1(a) (Termination on Default, but omitting the words "to the satisfaction of the Department")

shall be available to the Supplier in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.

F1.11 The Department may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Department shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F1.12 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

F2 Waiver

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5 (Notices).

F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F3 Variation

F3.1 Subject to the provisions of this clause F3, the Department may request a variation to the Specification provided that such variation does not amount to a material change to the Specification. Such a change is hereinafter called a "Variation".

F3.2 The Department may request a Variation by notifying the Supplier in writing of the "Variation" and giving the Supplier sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Department shall specify a time limit within which the Supplier shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Supplier agrees with the proposed Variation it shall confirm the same in writing.

F3.3 In the event that the Supplier is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Department may;

- (a) allow the Supplier to fulfil its obligations under the Contract without the variation to the Specification; or

- (b) terminate the Contract with immediate effect, except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at Clause I2.

F4**Severability**

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F5**Remedies in the event of inadequate performance**

F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Department shall notify the Supplier, and where considered appropriate by the Department, investigate the complaint. The Department may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 (Termination on Default) of the Contract.

F5.2 In the event that the Department is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Department may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Department that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

- (c) terminate, in accordance with clause H2 (Termination on Default), the whole of the Contract.

F5.3 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Department may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Department or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Department uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.4 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Department shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 UK Normal Working Days or such other period of time as the Department may direct.

F5.5 In the event that:

- (a) the Supplier fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Department or prevents the Department from discharging a statutory duty; or

- (b) the Supplier persistently fails to comply with clause F5.4 above,

the Department may terminate the Contract with immediate effect by notice in writing.

F6 Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F7 Monitoring and Management Information

F7.1 The Supplier shall comply with the monitoring arrangements set out in the Monitoring and Management Information Schedule including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

F7.2 Where requested by the Department, the Supplier shall supply the Management Information to the Department and to The Cabinet Office in the form set out in the Monitoring and Management Information Schedule [date to be agreed] during the Contract Period.

F7.3 The Supplier agrees that the Department may provide The Cabinet Office with information relating to the Services procured and any payments made under the Contract.

F7.4 Upon receipt of the Management Information supplied by the Supplier in response to a request under F7.2 above or receipt of information provided by the Department to The Cabinet Office under F7.3, the Department and the Supplier hereby consent to The Cabinet Office:

 (a) storing and analysing the Management Information and producing statistics; and

 (b) sharing the Management Information or any statistics produced using

the Management Information, with any other Contracting Department.

F7.5 In the event that The Cabinet Office shares the Management Information or information provided under clause F7.3 in accordance with F7.4(b), any Contracting Department receiving the Management Information shall be informed of the confidential nature of that information and shall be requested

not to disclose it to any body who is not a Contracting Department (unless required by law).

- F7.6 The Department may make changes to the Management Information which the Supplier is required to supply and shall give the Supplier at least one (1) Month's written notice of any changes.

(ix)

F8 Entire Agreement

- F8.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

- F8.2 **[NOT USED]**

G LIABILITIES

G1 Liability, Indemnity and Insurance

- G1.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence; or
- (b) Fraud; or
- (c) fraudulent misrepresentation; or
- (e) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

- G1.2 Subject to clauses G1.3 and G1.4, the Supplier shall indemnify the Department and keep the Department indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on

the Location, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.

G1.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Department or by breach by the Department of its obligations under the Contract.

G1.4 Subject always to clause G1.1, the liability of either Party for Defaults shall be subject to the following financial limits:

- (a) the annual aggregate liability of either Party for Default resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed five million pounds (£5,000,000) or twice the contract value (whichever is higher) unless otherwise agreed; and
- (b) the annual aggregate liability under the Contract of either Party for Default (other than a Default governed by clauses E7.3 (Intellectual Property Rights) or G1.4(a)) shall in no event exceed five Million pounds (£5,000,000) or twice the contract value (whichever is higher) unless otherwise agreed.

G1.5 Subject always to clause G1.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits, business, revenue or goodwill; and/or
- (b) loss of savings (whether anticipated or otherwise); and/or
- (c) indirect or consequential loss or damage.

- G1.6 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- G1.7 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period [and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract].
- G1.8 The Supplier shall hold employer's liability insurance and public liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- G1.9 The Supplier shall give the Department, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.10 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Department may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in clause G1.2.

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G2 Professional Indemnity

The Supplier shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Supplier shall ensure professional indemnity insurance held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than Five Million pounds (£5,000,000) for each individual claim [or such other limit as the Department may reasonably require (and as required by law) from time to time]. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

- **G3 Warranties and Representations**

- The Supplier warrants and represents that:
 - (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
 - (b) in entering the Contract it has not committed any Fraud;
 - (c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Department prior to execution of the Contract;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) in the three 3 years prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (i) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on insolvency and change of control

H1.1 The Department may terminate the Contract with immediate effect by notice in writing where the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2

The Department may terminate the Contract with immediate effect by notice in writing where the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (d) the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days; or
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H1.3

The Supplier shall seek the prior Approval of the Department to any change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**change of control**"). Where an Approval has not been granted prior to the change of control the Department may terminate the Contract by notice in writing with immediate effect within six months of:

- (a) being notified that a change of control has occurred; or

- (b) where no notification has been made, the date that the Department becomes aware of the change of control,

H2 Termination on Default

H2.1 The Department may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier commits a Default and if:

- (a) the Supplier has not remedied the Default to the satisfaction of the Department within 25 UK Normal Working Days, or such other period as may be specified by the Department, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the Department, capable of remedy; or
- (c) the Default is a material breach of the Contract.

- H2.2 In the event that through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Department in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

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- H2.3 **(Applies only to Task Orders)** If the Department fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Department in writing of such failure to pay. If the Department fails to pay such undisputed sums within 90 UK Normal Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Department exercising its rights under clause C3.1 (Recovery of Sums Due).

H2.4 The Department reserves the right to terminate the Contract should the Supplier be found to be in breach of any aspect of the law that would, in the opinion of the Department, bring the Department into disrepute, including but not limited to, relevant aspects shown in Regulation 57 of Public Contract Regulations 2015 (as amended) relating to rejection criteria.

H3 Break

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The Department shall have the right to terminate the Contract at any time by giving written notice to the Supplier.

H4 Consequences of Expiry or Termination

H4.1 Where the Department terminates the Contract under clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Department may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Department throughout the remainder of the Contract Period. The Department shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause H2 (Termination on Default), no further payments shall be payable by the Department to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Department), until the Department has established the final cost of making the other arrangements envisaged under this clause and exercised any rights of set-off it may have.

H4.2 **(Applies only to Task Orders)** Subject to clause G1, where the Department terminates the Contract under clause H3 (Break), the Department shall indemnify the Supplier against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Department shall only indemnify the Supplier for those unavoidable direct

costs that are not covered by the insurance available. The Supplier shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Department, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under clause H3 (Break).

H4.3 The Department shall not be liable under clause H4.2 to pay any sum which:

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
- (b) when added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract Period; or
- (c) is a claim by the Supplier for loss of profit, due to early termination of the Contract.

H4.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Department or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Corruption), E1 (Data Protection Act), E2 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E3 (Confidential Information), E4 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), F6 Remedies Cumulative), G1 (Liability, Indemnity

and Insurance), G2 (Professional Indemnity), H4 (Consequences of Termination), H6 (Recovery upon Expiry or Termination) and I1 (Governing Law and Jurisdiction).

H5 Disruption

H5.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Department, its employees or any other contractor employed by the Department.

H5.2 The Supplier shall immediately inform the Department of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H5.3 In the event of industrial action by the Staff, the Supplier shall seek Approval to its proposals to continue to perform its obligations under the Contract.

H5.4 If the Supplier's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Department acting reasonably, then the Contract may be terminated with immediate effect by the Department by notice in writing.

H5.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Department, the Supplier may request a reasonable allowance of time and in addition, the Department will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H6 Recovery upon Termination

H6.1 On the termination of the Contract for any reason, the Supplier shall:

(a) immediately return to the Department all Confidential Information, Personal Data and IP Materials in its

possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Services;

(b) immediately deliver to the Department all Property (including materials, documents, information and access keys) provided to the Supplier under clause B8. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

(c) assist and co-operate with the Department to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress.

(d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Department for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Department or the Replacement Supplier to conduct due diligence.

H6.2 If the Supplier fails to comply with clause H6.1 (a) and (b), the Department may recover possession thereof and the Supplier grants a licence to the Department or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held.

H6.3 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under clause H6(c) and (d) free of charge. Otherwise, the Department shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

H7 Force Majeure

- H7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.
- H7.2 Any failure or delay by the Supplier in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.
- H7.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause H7.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

Subject to the provisions of clause I2, the Department and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

I2 Dispute Resolution

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within

20 UK Normal Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

- 12.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 12.3 If the dispute cannot be resolved by the Parties pursuant to clause 12.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 12.5 unless (a) the Department considers that the dispute is not suitable for resolution by mediation; or (b) the Supplier does not agree to mediation.
- 12.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- 12.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 UK Normal Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 UK Normal Working Days from the date of the proposal to appoint a Mediator or within 10 UK Normal Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.
 - (b) The Parties shall within 10 UK Normal Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered

appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.

- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 UK Normal Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts, unless the dispute is referred to arbitration pursuant to the procedures set out in clause 12.6.

12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 have been completed save that:

- (a) the Department may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7.
- (b) if the Supplier intends to commence court proceedings, it shall serve written notice on the Department of its intentions and the Department shall have 21 days following receipt of such notice to serve a reply on

the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.

- (c) the Supplier may request by notice in writing to the Department that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Department may consent as it sees fit.

I2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- (b) the Department shall give a written notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (c) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Department under clause I2.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (f) the arbitration proceedings shall take place in London and in the English language; and

(g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

Monitoring and Management Information Schedule

The final scope of requirements may vary according to the category of spend, and will be agreed with the supplier at the time of engagement by The Contracting Department.

Line Item Amount
Invoice Line Description
Invoice Line Number
Currency Code
Order Date
VAT Inclusion Flag
VAT Rate
List Price
Number of Items
Unit of Purchase
Unit of Purchase Quantity
Price per Unit
Supplier Product / Service Code
Product description
Product / Service Level 1(Product or Service Name)
Product / Service Level 2
Product / Service Level 3
Product / Service Level 4
Product / Service Level 5
UNSPSC Code
Taxonomy Code
Taxonomy Name
Geographical
Project Code
Project description
Project Start Date
Project Delivery Date (Estimate and Actual)
Total project cost
Project Stage

Framework Agreement Schedule 3: Mini-Competition Rules

1. THE STRUCTURE OF THE FRAMEWORK

- 1.1 The Aviation Security Training, Engagement and Mentoring (ASTEM) Framework has been set up to enable the Department for Transport (DfT) access to a range of suppliers who are able to provide aviation security events.
- 1.2 The Framework consists of a single lot, which aims to prepare, provide and deliver a number of aviation security training and regulatory support events.
- 1.3 Task Orders for training activities under the Framework will be awarded following mini-competitions amongst suppliers on the framework.
- 1.4 The Framework duration is for an initial period of 24 months with the option to extend for further periods (of up to 24 months).
- 1.5 This Schedule describes the rules for mini-competitions:
 - DfT will issue the 'Mini Competition Template' with the details of the required training event to suppliers on the framework.
 - Suppliers will complete the 'Mini Competition Template' with their bid, detailing the trainers they are putting forward and cost, representing 60% experience and 40% price
 - DfT will award the Mini Competition to the supplier that scores the highest. DfT will then issue the 'Task Order Template' to confirm.

2. EVALUATION CRITERIA

- 2.1 Aviation Security International Operations will place orders by issuing a mini-competition in accordance with the procedures laid out in this Schedule. This may be subject to change based on operational necessities.
- 2.2 Aviation Security Directorate within the DfT will focus on suppliers' capability and price in relation to each specific requirement forming part of the mini-competition.
- 2.3 The evaluation for the mini-competitions will be based on the price for delivering the course which affords a 40% weighting. The experience of the proposed trainers affords a 60% weighting.
- 2.4 In the event of a tie, the mini-competition will be awarded to the supplier whose trainers have:
 1. The most recent experience delivering the same training in the relevant country; then
 2. The most recent experience delivering any aviation security event in that country; then
 3. The most recent experience delivering the same training; then
 4. The most recent experience delivering any aviation security training.
- 2.5 The Supplier's responses to mini-competitions should be submitted in the format shown in Section 8, or in such other format as the DfT may require in relation to a specific mini-competition.

3. MINI COMPETITION: AVIATION SECURITY INTERNATIONAL OPERATIONS

- 3.1 Aviation Security International Operations will develop and distribute a 'mini-competition' document for each requirement to all suppliers on the Framework. A time limit for bidding will be set for each requirement and may vary from 1 to 60 days. However, DfT will endeavour to email a mini-competition form with the Statement of Requirement approximately 30 days ahead of the proposed training and support dates to all ASTEM Framework suppliers. Timescales may be shortened in order to meet urgent operational requirements. The requirement form will specify the number of trainers required, dates, duration, country/location details, and which event is to be delivered. Any other requirements, such as having completed SAFE courses, will be set out in the mini-competition Statement of Requirements.
- 3.2 If in respect of any mini-competition there is to be any variation to the Task Order Template or the Conditions of Contract, this will be specified.
- 3.3 The evaluation criteria referred to in Section 5 and the table 5.5 will apply to all mini-competitions under the ASTEM Framework.
- 3.4 It is expected that trainers will arrive the day before training is due to commence in order to conduct necessary administration, such as to ensure that the facilities are satisfactory, arrange training aids and arrange familiarisation with the local Aviation Security standards (airport visits, etc) in order to tailor the course to local needs. DfT will pay for the FCDO marker hotel and reasonable meal requirements. This is expected to align with the governments travel and subsistence policy.
- 3.5 There may be an opportunity to deliver bespoke training and regulatory support which is not listed in *Statement of Requirements* (Schedule 1), such as support on the features of an effective National Aviation Security Programme. In this circumstance a tailored mini-competition providing details of the specific requirements for delivery and assessment methodology will be supplied.

4. MINI COMPETITION: SUPPLIERS

- 4.1 All suppliers on the Framework will be invited to tender.
- 4.2 Tenders submitted for each mini-competition shall remain open for acceptance by DfT for 120 days (or such other period specified in the mini-competition as necessary).
- 4.3 Suppliers can offer trainers at rates below their maximum daily rate per trainer (which are specified in Schedule 2 to the Framework Agreement) when bidding for work under the mini competitions, but cannot bid above their maximum daily rate per trainer.
- 4.4 Suppliers will be required to provide detail of their daily rate and the total cost for the training activity which they are bidding for in the mini-competition pricing schedules- Annex A . Note DfT will not pay for non-training days unless previously agreed and notified in the tender. Trainers are expected to follow the dates outlined in the mini-competition form, unless agreed otherwise with DfT.

5. MINI-COMPETITION EVALUATION: QUALITY

- 5.1 Provided any special requirements which apply to specific mini-competitions are fulfilled, then evaluation will proceed as follows: for the purposes of each mini-competition, experience will be calculated as
 - A (Specific mini-competition training experience) +
 - B (General mini-competition region experience) +
 - C (Specific mini-competition repeat country experience).
- 5.2 As shown in Table 5.5 below,

- Section A (Specific mini-competition training experience) scores each proposed trainer, as named on the mini-competition tender, for the number of times that they have recently delivered the *specific* training activity named in the mini-competition.
 - Section B (General mini-competition region experience) scores each proposed trainer, as named on the mini-competition tender, for the location where they have recently delivered Aviation Security events. (Maximum points are awarded to trainers who have delivered the required event(s) in the specific region, followed by *any* aviation security events in the specific region, followed by *any* aviation security event outside the EU/EEA including the UK, then *any* aviation security event inside the EU/EEA. .
 - Section C (Mini-competition repeat country experience) scores each proposed trainer named on the mini-competition tender against whether they have recently delivered any aviation security event in the *country* named in the mini-competition on a *repeat* basis i.e. more than once.
 - Note: “recently” is defined, for the purposes of this framework, as being “within the period of 2 years leading up to the date the mini-competition is started”.
- 5.3 The average of the individual trainers’ scores (of the number of trainers required) will make up the 60% quality weighting.
- 5.4 The trainers’ scores will be totalled, divided by the number of trainers, and multiplied by 0.6 to reach the quality score.
- 5.5 There may be occasions where the mini-competition asks for more than 1 course to be delivered consecutively or as a combination, or may ask for a course to be delivered in more than 1 country. In these circumstances, unless otherwise stated in the mini-competition, the mini competition will be evaluated as 2 (or more) individual courses and then these scores will be averaged to provide the final score.
- 5.6 The weightings for scoring mini-competition submissions are shown in the table below.

TRAINING EXPERIENCE scoring for mini-competition tenders		MAX 100
A: Specific mini-competition course experience		
Maximum achievable score for section A: 60		
Trainer has recently delivered <u>this specific training activity 4 or more times</u>		60
Trainer has recently delivered <u>this specific training activity 2 or 3 times</u>		40
Trainer has recently delivered this specific training activity once		20
Trainer has <u>NO recent experience</u> in delivering <u>this specific training activity</u>		0
AND		
B: General mini-competition region experience		
Maximum achievable score for section B: 35		
Trainer has recently delivered <u>this specific training activity in this specific region</u>		35
Trainer has recently delivered <u>any other Aviation Security training activity in this specific region</u>		25
Trainer has recently delivered any <u>Aviation Security event in a non- UK/EU/EEA country</u>		15
Trainer has recently delivered any <u>Aviation Security event in a UK/EU/EEA country</u>		5
AND		
C: Specific mini-competition repeat country experience		

Maximum achievable score for section C: 5	
Trainer has recently delivered Aviation Security training activity <u>more than once in this country</u> .	5
Trainer has <u>not</u> recently delivered Aviation Security training activity more than once in this country.	0
***Points for B: General mini-competition region experience <i>will be awarded for the trainer's highest scoring activity, and will not be cumulative.</i> <i>Region: is defined as a country that has similar language, culture and government to the country in the mini competition. Countries included within the region in question will be specified if applicable in the mini competition documentation.</i>	
***Training delivered during the period up to 2 years prior to the date the mini-competition is started will qualify as 'recent'. Training delivered before this date will not be considered.	

Illustrative worked examples of experience evaluation for framework mini-competitions are set out in Annex B.

6. MINI-COMPETITION EVALUATION: PRICE

6.1 Suppliers are invited to submit a schedule of daily rates for each trainer nominated using the table at Paragraph 6.4. This rate can be below or equal to the maximum daily rate per trainer which the Supplier set when bidding to get onto the ASTEM Framework, but not higher. If a higher rate is submitted, the bid will be rejected.

6.2 Lowest Supplier's Total Price x Weighting (40%) = Price Score

Supplier's Total Price

6.3 All Suppliers must utilise the table set out in Paragraph 6.4 to provide a fee proposal showing the daily rates for each of the two trainers (or as specified). Suppliers should already be aware that the training courses that they are expected to deliver will differ in length, usually from 5 days to 10 days, not including travel and weekends and bank holidays. Suppliers should provide daily rates that take into account all expenses including administration costs and preparation time.

6.4 Suppliers will not be paid for time spent travelling or for rest days. Costs associated with travel/weekends/bank holidays should be calculated in the daily rate cost presented to the DfT. Worked examples of rates and calculations for overseas training courses are provided in Annex A.

6.5 Please see below for the mini-competition fee schedule template.

Grade or Title	Name	Daily Rate £	Number of Days
Total:			

7. OTHER TERMS AND CONDITIONS

- 7.1 The Supplier must disclose to DfT any actual or potential conflicts of interest arising from the Supplier's provision of the services immediately on becoming aware of it.
- 7.2 The Supplier must not sub-contract any of the services it has undertaken to provide without the express written consent of DfT.
- 7.3 Suppliers can only use trainers already named on the framework in their mini-competition bids.
- 7.4 No fault break - DfT may, at any time, by notice in writing, terminate the contract, or a part of it, as from the date of receipt of such notice.

8. CONTRACT MANAGEMENT

- 8.1 In order for DfT to carry out its contract management activities, the level of management information required from suppliers will be advised at the mini-competition stage. DfT will monitor Customer satisfaction with the Suppliers performance across the range of Services. DfT also assess the Suppliers on-going ability to meet Customer requirements.
- 8.2 Suppliers cannot send additional staff as support or observers without prior approval from DfT. Any mini-competition form which offers to send more than requested number of trainers will be rejected.
- 8.3 Suppliers will be required to provide the name(s) of the trainers that they propose to send to deliver the specific training or operational support. Trainers cannot be substituted without prior approval from DfT. If the supplier cannot send the specified trainers set out in the mini-competition form and no suitable trainer can be agreed between DfT and the supplier, then their involvement in the course will be cancelled and the supplier will receive no payment.
- 8.4 At DfT's discretion, suppliers can add new trainers to the framework who fully meet the requirements of the Framework.
- 8.5 Suppliers will not be reimbursed for attending meetings with DfT and other overseas aviation security suppliers in London for the duration of the framework.
- 8.6 DfT reserves the right to review its internal scoring process to ensure the contract continues to deliver maximum efficacy for delivering its objectives. Any changes will be notified to suppliers in advance of those changes coming into effect.

9. MINI COMPETITION BID FORMAT

- 9.1 Please see the mini competition bid format below. Full template can be found at 'Framework Agreement Schedule 6 – Mini Competition Template'.

Trainer Experience:

<u>Personal Details</u> • Name • Contact details • Nationality • Languages Spoken • Date of CTC clearance / Current level of security clearance			
<u>Relevant Training Delivery Experience</u>			

<u>since submitting your CV for Phase 1</u>			
Date from – to	Training Supplier, Location	Course, event title and key modules	Profile of Trainees (e.g. their organisation, roles, first language, number of trainees).
Please enter dates in reverse-chronological order (i.e. from most recent)			

Mini-Competition Fee Schedule (Schedule 2):

Grade or Title	Name	Daily Rate £	Number of Days
Total:			
Total Evaluated Cost (Total Daily Rate x Total Number of Days):			

10. CONTACT INFORMATION

10.1 For further information, please contact asiocapdev@dft.gov.uk.

11. ANNEX A

11.1 WORKED EXAMPLES OF OVERSEAS TRAINING RATES FOR FRAMEWORK MINI-COMPETITIONS

Supplier daily training rate = A

Total number of training days = B

Number of trainers = C

Price per trainer = D

Total trainer cost for course = E

$$A \times B = D$$

$$C \times D = E$$

Worked Example for an “ETD Equipment” course in Country X from ASTEM training supplier 1:

Saturday	15 October	Trainers Depart UK
Sunday	16	Trainers Arrive & Visit Training Venue
Monday	17	ETD Equipment course
Tuesday	18	ETD Equipment course
Wednesday	19	ETD Equipment course
Thursday	20	ETD Equipment course
Friday	21	ETD Equipment course
Saturday	22	Trainers Return Home

Number of training days = 5

Number of trainers = 2

Cost:

Grade or Title	Name	Daily Rate £	Number of Days
Lead Trainer	Joanne Bloggs	£600	5
Trainer	John Smith	£600	5
Total:		£1200	5
Total Evaluated Cost (Total Daily Rate x Total Number of Days):		£6000	

Worked Example for two “Train the Trainer” courses in the Country Y from ASTEM training supplier 2:

Friday	4 November	Trainers Depart
Saturday	5	Trainers Arrive & Visit Training Venue
Sunday	6	Train the Trainer course 1
Monday	7	Train the Trainer course 1
Tuesday	8	Train the Trainer course 1
Wednesday	9	Train the Trainer course 1
Thursday	10	Train the Trainer course 1
Friday	11	Weekend
Saturday	12	Weekend
Sunday	13	Train the Trainer course 2
Monday	14	Train the Trainer course 2
Tuesday	15	Train the Trainer course 2
Wednesday	16	Train the Trainer course 2
Thursday	17	Train the Trainer course 2
Friday	18	Trainers Return Home

Number of training days = 10

Number of trainers = 2

Cost:

Grade or Title	Name	Daily Rate £	Number of Days
Lead Trainer	Tom Rainer	£400	10
Trainer	Jane Smith	£400	10
Total:		£800	10
Total Evaluated Cost (Total Daily Rate x Total Number of Days):		£8000	

Worked Example for scoring of “Train the Trainer” course in Country Y from ASTEM training suppliers 3 and 4:

Supplier 3 bids £8000 as the Total Evaluated Cost.

Supplier 4 bids £9000 for Total Evaluated Cost.

Supplier 3 is awarded 40% as the lowest priced bidder.

Supplier 4 is awarded 35.56% (lowest total evaluated cost £8000/supplier 4 cost £9000
x40
= 35.56%)

12. ANNEX B

12.1 WORKED EXAMPLES OF EXPERIENCE EVALUATION FOR FRAMEWORK MINI-COMPETITIONS

Worked Example 1: Mini-competition: 5 days Supervisor course in Country A/ Region A

Trainer 1:

- A: Delivered 5 supervisor courses in the last 2 years = 60
- B: Delivered 2 supervisor courses in Region A in the last 2 years = 35
- C: Delivered 2 courses in Country A in the last 2 years = 5
- Total score = 100

Trainer 2:

- A: Delivered 2 supervisor courses in the last 2 years = 40
- B: Delivered 2 supervisor courses in Region B in the last 2 years = 35
- C: Has not delivered any courses in Country A = 0
- Total score = 75

Average total trainer score = $(\text{Trainer 1 (100)} + \text{Trainer 2 (75)}) / 2$
 87.5×0.6
(Equivalent to 52.5% Experience weighting from a maximum of 60%)

Worked Example 2: Mini-competition: 5 days ETD Refresher course in Country C / Region C

Trainer 1:

- A: Delivered no ETD refresher courses in the last 2 years = 0
- B: Delivered 2 Train the Trainer courses in Region C in the last 2 years = 35
- C: Delivered 2 courses in Country C in the last 2 years = 5
- Total score = 40

Trainer 2:

- A: Delivered 1 ETD Refresher course in the last 2 years = 20
- B: Delivered 1 ETD Refresher course in Region D in the last 2 years = 15
- C: Has not delivered in Country C = 0
- Total score = 35

Average total trainer score = $(\text{Trainer 1 (40)} + \text{Trainer 2 (35)}) / 2$ 37.5×0.6
(equivalent to 22.5% Experience weighting from a maximum of 60%)

Worked Example 3: Multiple Country Mini-competition: 5 days Supervisor course in Country E / Region E and 5 days ETD Refresher course in Country F / Region F (10 days total)

Mini-competition A: 5 days Supervisor course in Country E

Trainer 1:

- A: Delivered 5 supervisor courses in the last 2 years = 60
- B: Delivered 2 supervisor courses in Region E in the last 2 years = 35
- C: Delivered 2 courses in Country E in the last 2 years = 05
- Total score = 100

Trainer 2:

- A: Delivered 2 supervisor courses in the last 2 years = 40
- B: Delivered 2 supervisor courses in Region G in the last 2 years = 15
- C: Has not delivered in Country E = 0
- Total score = 55

Average total trainer score = (Trainer 1 (100) + Trainer 2 (55)) / 2

77.5 x 0.6

(equivalent to 46.5% Experience weighting from a maximum of 60%)

Mini-competition B: 5 days ETD Refresher course in Country F / Region F

Trainer 1:

- A: Delivered no ETD refresher courses in the last 2 years = 0
- B: Delivered 2 Train the Trainer courses in Region F in the last 2 years = 25
- C: Delivered 2 courses in Country F in the last 2 years = 05
- Total score = 30
- Trainer 2:
- A: Delivered 1 ETD Refresher course in the last 2 years = 20
- B: Delivered 1 ETD Refresher course in Region G in the last 2 years = 15
- C: Has not delivered in Country F = 0
- Total score = 35

Average total trainer score = (Trainer 1 (30) + Trainer 2 (35)) / 2

32.5 x 0.6

(equivalent to 19.5% Experience weighting
from a maximum of 60%)

FINAL SCORE for worked example 3:

=(Mini-competition A + B Score)/2

=(77.5 + 32.5)

= 110 / 2

= 55 (equivalent to 33% Experience weighting from a maximum of 60%).

13. ANNEX C

13.1 WORKED EXAMPLES OF OVERSEAS TRAINING SCORES FOR FRAMEWORK MINI-COMPETITIONS

Supplier 3 bids £8000 as the Total Evaluated Cost.

Supplier 4 bids £9000 for Total Evaluated Cost.

Supplier 3 is awarded 40% as the lowest priced bidder.

Supplier 4 is awarded 35.56% (lowest total evaluated cost £8000/supplier 4 cost £9000
x40
= 35.56%)

Supplier 3 scores 55.5% experience

Supplier 4 scores 46.5% experience

ASTEM - Training Course Name	Percentage Difference / Fee; Weighted score up to max. 40%	Trainers Experience; Weighted score up to max. 60 %	TOTAL SCORE
Supplier 3	40%	55.5%	95.5%
Supplier 4	35.5%	46.5%	82%

Supplier 3 wins with a total score of 95.5%.

Framework Agreement Schedule 4: Task Order Template

Date:

Task Order No:

Mini-competition reference:

This Task Order is an agreement made between

(1) The Secretary of State for Transport ("the Department"); and

(2) [] Company Number [] whose registered
address is at: [] ("the Supplier")

under the Department's Aviation Security Training, Engagement and Mentoring (ASTEM) framework ("Framework").

1 Background

1.1 Under a framework agreement dated [] (the "**Framework Agreement**") made between the Supplier and the Department, the Department has conducted a mini-

competition under the above reference in respect of the Services described below and the Supplier was successful in that mini-competition.

- 1.2 This Task Order contains the agreement between the Department and the Supplier for the Supplier to deliver the Services.
- 1.3 Save as otherwise specified, the Conditions of Contract (as defined in the Framework Agreement) shall apply to this Task Order. For the purposes of this Task Order, the phrase “this Contract”, where it appears in the Conditions of Contract means this Task Order.
- 1.4 Unless otherwise specified, capitalised words and phrases used in this Task Order shall have the same meaning as in the Conditions of Contract.

2 Details of this Task Order

Services	[DESCRIBE HERE THE SPECIFIC SERVICES COVERED BY THIS TASK ORDER – EG "PROVISION OF X-RAY TRAINING COURSES AS DESCRIBED IN MORE DETAIL IN THE SPECIFICATION ATTACHED AS ANNEX A"]
Key Personnel	[INSERT HERE THE NAMES OF THE INDIVIDUAL TRAINERS INVOLVED]
Location	[INSERT HERE THE LOCATION AT WHICH THE SERVICES ARE TO BE DELIVERED]
Time	[INSERT HERE THE PERIOD/DATES WHEN THE SERVICES ARE TO BE DELIVERED]
Price	[INSERT THE PRICE TO BE PAID TO THE SUPPLIER]
Special Conditions	[INSERT ANY SPECIAL CONDITIONS WHICH APPLY TO THIS TASK ORDER, EG SPECIAL ARRANGEMENTS FOR TRAVEL OR ACCOMMODATION, OR VARIATIONS TO THE GENERAL CONDITIONS. IF VOLUMINOUS, PUT THEM IN AN ANNEX TO THE TASK ORDER, AND CROSS REFER TO IT HERE]

3 Principal Obligations

- 3.1 The Supplier shall supply the Services at the Location at the Time in accordance with the terms of the Framework Agreement and the Conditions of Contract as varied (if at all) by this Task Order.
- 3.2 In consideration of and conditional on the Supplier complying with its obligations under this Task Order, the Department will pay the Price to the Supplier in accordance with the terms of the Framework Agreement and the Conditions of Contract as varied (if at all) by this Task Order.

[PROVISION FOR SIGNATURES]

ANNEX A

The Services

Framework Agreement Schedule 5: Key Personnel

Supplier	Key Personnel	Role	Contact Details

Named Contact e.g. Contract Manager, Key Liaison

Name:
Email Address:
Telephone Number:

Trainers:

- .
- .

Finance Contact:

- .

Framework Agreement Schedule 6: Mini-Competition Template

SUBMISSION FORM FOR ASTEM FRAMEWORK (MINI-COMPETITION)

Name of Training Supplier: **To be completed by ASTEM Training Supplier**

This is a mini competition for:

To be completed by DfT Regional Team

Training Course/s: eg Physical Search

Training Course objectives: [Top 3 objectives we want trainers to achieve]

Example

- equip students to conduct a physical search of items and persons to a level to enable detection of concealed items
- ensure students understand and have a shared appreciation of the threat to aviation
- Improve student's cognisance of the types of prohibited articles to be detected to increase the standards of effective searches for prohibited articles

Number of trainers required: **2 (one male/one female)**

Location/Country:

Region: **(relevant countries to be added by DfT)**

Training dates:

A draft itinerary and course synopsis is included at Annex A

To bid for this mini-competition please submit your proposed fees and details of trainer experience on tables A and B provided below by xx/xx/xxxx date. An example of a completed trainer experience table is attached at Annex B.

Fully completed mini-competition forms should be sent electronically by e-mail to: asiocapdev@df.gov.uk & [\(TBC\)@df.gov.uk](mailto:(TBC)@df.gov.uk), [\(TBC\)@df.gov.uk](mailto:(TBC)@df.gov.uk)

ASTEM training suppliers will only be able to put forward trainers who have attended the Mandatory DfT Induction workshop; **and** who are in possession of the relevant current training certificates which have been submitted to and assessed by the DfT, (e.g. ASM, RFX and NXCT).]

Before bidding please note:

- Trainers must be familiar with delivering **TRAINING COURSE** and have operational airport security experience (ideally at Supervisor/Managerial level). Trainers must also be familiar with familiar with screening for prohibited items by X-Ray, ETD, hand search, screening for liquids and protocols and procedures for alarm resolution at supervisory level for all these methodologies. Trainers must be competent in delivering training at various points of screening, including central search, departure gates, front of house, staff access points and vehicle control posts.
- Trainers should be able to demonstrate and instruct on the selection, education and management of passengers and the selection of items for testing, including safe handling, the resolution of alarms including passenger questioning, customer service advice and the completion of ETD protocol reports subsequent to an alarm for cabin/hold baggage. Students must also be reminded/informed of International Human Rights obligations and how their actions may impact on these.

Please **only include experience relevant to the course tendered** for and ensure that you only include training undertaken in the last two years. Training course titles that do not correspond **exactly** with the names of the courses delivered will be excluded from the assessment process.

[Regional Team to include any other requirements the companies should note]

Evaluation of mini competition

The evaluation for this mini-competition will be based on the price for delivering the course (40% weighting) and experience of the proposed trainers (60% weighting). More detail is attached at **Annex C**.

TABLE A

1) Price – scored at 40% of total submission¹

Grade or Title	Name	Daily Rate £	Number of Days
		A	D
		B	D
Total:		(A+B)= C	D
Total Evaluated Cost (Total Daily Rate x Total Number of Days):		(C x D)	

¹ The score for cost will be based on % difference between the quoted rate in the supplier mini-competition form and the maximum daily rate for the course

Fee Evaluation Scenario

Daily price per trainer = £

Daily training rate = £ (A + B)

Number of training days =

Number of trainers = [eg: 2 trainers]

Total trainer cost or course = £ (C x D)

Daily training rate = £ (A + B)

Number of training days =

Number of trainers = [eg: 2 trainers]

Total trainer cost or course = £ (C x D)

TABLE B

Personal Details	Trainer 1
- Name: - Contact details: - Nationality: - Languages Spoken: - Date of CTC clearance: - Current level of security clearance: - SAFE trained:	
<u>Relevant Training Delivery Experience relevant to this mini competition</u> Please enter dates in reverse-chronological order (i.e. from most recent) Insert extra rows as required ***<i>Training delivered during the period up to 2 years prior to the date the mini-competition is started will qualify as 'recent'. Training delivered before this date will not be considered.</i>	

Trainer 1

- Name:
- Contact details:
- Nationality:
- Languages Spoken:
- Date of CTC clearance:
- Current level of security clearance:
- SAFE trained:

Relevant Training Delivery Experience relevant to this mini competition

Please enter dates in **reverse-chronological** order (i.e. from most recent) Insert extra rows as required

***Training delivered during the period up to 2 years prior to the date the mini-competition is started will qualify as 'recent'. Training delivered before this date will not be considered.

• Date from – to	• Training Supplier, Location	• Course title (in full) and key modules (fully described)	• Profile of Trainees (eg. their organisation, roles, first language, number of trainees).

Personal Details

Trainer 2

- Name:
- Contact details:
- Nationality:
- Languages Spoken:
- Date of CTC clearance:
- Current level of security clearance:
- SAFE trained:

Relevant Training Delivery Experience relevant to this mini competition

Please enter dates in **reverse-chronological** order (i.e. from most recent) insert extra rows as required.

▮

****Training delivered during the period up to 2 years prior to the date the mini-competition is started will qualify as 'recent'. Training delivered before this date will not be considered.*

• Date from – to	• Training Supplier, Location	• Course title (in full)and key modules (fully described)	• Profile of Trainees (eg. their organisation, roles, first language, number of trainees).

If you are successful:

- Following the award of the training course, the successful supplier will be required to complete a Task Order agreement with the Department for the delivery of Services.
- The supplier will work closely with DfT and the appropriate authorities in **(LOCATION)** to finalise the logistics and structure of the training courses. With this in mind the winning contractor should email the regional team to further discuss and finalise the training and logistics. Details will be provided when the successful supplier is awarded.
- Please note suppliers will be responsible for meeting all pre-departure costs including visas, insurance, vaccinations or malaria prophylaxis and any other costs not agreed in advance with the Department. Obtaining and meeting the cost of the visa in time to perform the contract will be the sole responsibility of the supplier.
- There may also be occasions when the trainers may be required to pay for their own travel and subsistence (including hotel accommodation) whilst in country. The intention is to keep this to a minimum but, should these circumstances occur, DfT will provide the supplier with ceiling limits for expenditure (which the trainers should not exceed without prior authorisation from DfT). DfT will reimburse that training company upon provision of itemised receipts.

ANNEX A

ASTEM COURSE SYNOPSIS AND TIMETABLE

Please note that the timetable below is an indicative draft and the final timetable will be drawn up in consultation with the regional team and the airport authorities (Training may typically take place between Mon-Friday or Sunday-Thursday depending upon country working week).

Day	Date	Notes / Training
Saturday or Sunday		Trainers Depart UK to DfT will not be able to pay for travel days but is able to cover the FCO marker hotel and meal requirements for this day
Sunday		• Pre-course evaluation • Classroom – why do we QA? What is the purpose?
Monday		• Classroom – why do we QA? What is the purpose?
Tuesday		• Airport – demonstrating the equipment, how items can be concealed, and what to look for
Wednesday		• Airport – demonstrating the equipment, how items can be concealed, and what to look for
Thursday		• Post-course evaluation • Depart

Quality Assurance

Synopsis: *This course will provide in-depth exposure to ICAO (and UK) standards and recommended practices in order to ensure that students can implement effective quality control processes for the delivery of a robust and auditable aviation security regime through surveys, audits, recording data to help improve overall standards, inspections and tests.*

Delivery will be by lecture, discussion, practical exercises, joint examination of Host State regulations, compliance methods and management, QA best practice and, where appropriate, mentoring in an operational environment.

Students' knowledge and capabilities should be assessed by written test both before and after the course as an accountable 'measure of success' in order to confirm that the course has delivered improvements.

Duration: 4 days

Audience: Staff implementing Aviation Security Measures, Managers and Supervisors overseas.

ANNEX B

EXAMPLE OF TRAINERS EXPERIENCE TABLE

To note: Training delivered during the period up to 2 years prior to the date the mini-competition is started will qualify as 'recent'. Training delivered before this date will not be considered.

Jenny Smith • 07363792939484 Jennysmith@gmail.com • British • English speaker • CTC 20/02/2015			
Date from – to (exact dates) Without exact dates the experience will be excluded from the tender evaluation	Location of training Delivered, and name of Organisation trained	Course title (in full) and key modules (fully described)	Profile of Trainees eg. their organisation, roles, first language, number of trainees).
20/07/16 – 01/08/16	ABC Training Co, Azerbaijan	Supervisors Course including ETD, motivation, QA and physical search	15 x Azerbaijani private security company supervisors (with translator)
10Jan – 15 Jan2016 18 Jan – 22 Jan 25 Jan – 29 Jan (show all dates to and from for each of the courses delivered	DEF Training, Scotland	RFX Course x 8 including threat briefing	8 x Classes of 10 – 20 Ministry of Interior Staff from Iceland (no translator)

ANNEX C

EVALUATION FOR MINI COMPETITION TENDERS

Further details on how training experience is evaluated and what happens in the event of a tie is included below.

TRAINING EXPERIENCE scoring for mini-competition tenders	MAX 100
A: Specific mini-competition course experience Maximum achievable score for section A: 60	
Trainer has recently delivered <u>this specific training activity 4 or more times</u>	60
Trainer has recently delivered <u>this specific training activity 2 or 3 times</u>	40
Trainer has recently delivered this specific training activity once	20
Trainer has <u>NO recent experience</u> in delivering <u>this specific training activity</u>	0
AND	
B: General mini-competition region experience Maximum achievable score for section B: 35	
Trainer has recently delivered <u>this specific training activity in this specific region</u>	35
Trainer has recently delivered <u>any other Aviation Security training activity in this specific region</u>	25
Trainer has recently delivered any <u>Aviation Security event in a non-UK/EU/EEA country</u>	15
Trainer has recently delivered any <u>Aviation Security event in a UK/EU/EEA country</u>	5
AND	
C: Specific mini-competition repeat country experience Maximum achievable score for section C: 5	
Trainer has recently delivered Aviation Security training activity <u>more than once in this country</u> .	5
Trainer has <u>not</u> recently delivered Aviation Security training activity more than once in this country.	0
***Points for B: General mini-competition region experience <i>will be awarded for the trainer's highest scoring activity, and will not be cumulative.</i> <i>Region: is defined as a country that has similar language, culture and government to the country in the mini competition. Countries included within the region in question will be specified if applicable in the mini competition documentation.</i>	
***Training delivered during the period up to 2 years prior to the date the mini-competition is started will qualify as 'recent'. Training delivered before this date will not be considered.	

Mini-competition `tie`

In the event of a tie, the mini-competition will be awarded to the training supplier whose trainers have:

5. The most recent experience delivering the same training in the relevant country; then
 6. The most recent experience delivering any aviation security training in that country; then
 7. The most recent experience delivering the same training; then
 8. The most recent experience delivering any aviation security training.
-