



MINISTRY OF DEFENCE

CONTRACT NUMBER:

704647450

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH
ARMY**

Contractor:
Impact Futures Training Ltd.

CONTENTS

Schedule 1	Statement of Requirement
Schedule 2	Pricing Parts 1 and Part 2
Schedule 3	Terms and Conditions Annex A – List of SOP's Annex B – Transition Activity Checklist Annex C – DEFFORM 532 – Personal Data Particulars Annex D – Exit Plan DEFFORM 111 – Appendix - Addresses and Other Information
Schedule 4	Dispute Resolution Procedure
Schedule 5	Cyber Implementation Plan – Not Applicable
Schedule 6	Statement Of Requirement Compliance
Schedule 7	Transfer of Undertakings (Protection of Employment)
Schedule 8	Limit of Contractors Liability



MINISTRY OF DEFENCE

CONTRACT NUMBER:

704647450

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH
ARMY**

SCHEDULE 1 – STATEMENT OF REQUIREMENTS (SOR)

L&D/Projects/NCOA/Mentor Trial/SOR

15 Jul 22

MENTORING APPRENTICESHIP TRIAL STATEMENT OF REQUIREMENT (SOR)

Introduction

Purpose

1. The purpose of this document is to describe the requirement for the trial of a development pathway for the Army's Non-Commissioned Officers (NCOs), to provide intellectual development, knowledge, behaviours, and experience required to deliver formal mentoring in the workplace in direct support of the Army NCO Academy concept. The trial will utilise an Institute for Apprenticeships and Technical Education (IfATE) authorised Mentoring Apprenticeship¹.

Background

2. **Army Apprenticeships Programme (AAP).** Recognised as one of the top 100 employers offering apprenticeships and recognised as the best in 2020/21 and 2021/22, the Army has one of the largest employer-provided apprenticeship programmes in the country, with over 90% of new soldiers taking part, with some 14,000 on the programme at any one time and more than 6,000 completing their apprenticeship training each year.
3. The AAP is managed by a team in Learning & Development (L&D) Branch, Personnel Policy (Army), Army HQ, Andover. Pers Pol L&D is responsible for apprenticeship strategy and policy. Delivery of Apprenticeships across the Field Army is the responsibility of Education Branch (Ed Br), Army Personnel Services Group (APSG), Home Command, Andover. There are 15 separate Cap Badge (CB) apprenticeship programmes, for each of which there is a Cap Badge Designated Officer (CBDO).

¹ Currently, as of Jul 22, the Apprenticeship Standard being contracted for is the Level 3 Learning Mentor (ST0148), however during the contracting process, or soon after, the Standard is highly likely to be revised and realigned/redesignated as Level 4 Mentor Practitioner.

4. Predominately the delivery of each CB apprenticeship programmes is through established Army Initial Trade Training (ITT) courses to provide the Off-the-Job element of the programmes supported by contracted Service Providers (SPs)².
5. Each CBDO runs their Apprenticeship Programmes on behalf of their Regimental or Corps Colonel. The CBDO chairs a management meeting, usually monthly, which reviews apprenticeship performance and forecasts requirements. The monthly management meetings feed into a biannual senior management board chaired by the CB Regimental or Corps Colonel (or a representative from the Regimental or Corps Headquarters).
6. The Authority's Representative (AR) or Designated Officer (DO) for apprenticeship contracts is SO1 Apprenticeships, Learning and Development, Personnel Policy (Army), Army HQ, Andover. A Contract Manager for the will be assigned from Commercial Branch, Army HQ.
7. **Army NCO Academy Concept.** Falling under the Talent Development heading of the Army People Plan of Apr 22, the NCO Academy is intended to deliver an internationally recognised, reference Academy that coheres and delivers the Army's and NCO's development needs to ensure that our people will remain our competitive edge.
8. The NCO Academy will create a new ecosystem for education and whole life development within the Army built around the pillars of: Leadership Understanding, Talent Development, Culture & Behaviours, Cognitive Ability and Defence Knowledge.
9. Although not yet formally authorised Prof Dev's current desk level working assumption for the NCO Academy is to have an Initial Operating Capability (IOC) in place by Q1 of 2023, with Full Operating Capacity (FOC) in Q1 of 2024.
10. **Army NCO Academy Apprenticeship Trial.** After initial discussions between Prof Dev and L&D it was determined that UK Apprenticeships could potentially play a role in supporting the NCO Academy concept. It was decided that the AAP should establish and manage an apprenticeship trial to ascertain the feasibility and desirability of utilising apprenticeships within the NCO Academy concept.

² The SPs are effectively the Army's contracted Apprenticeship Training Providers (TP) delivering Functional Skills, through-life Apprenticeship administration and additional training to ensure all KSB's are delivered if not done so by the Army training course to which the given apprenticeship is linked to. EPA for each Standards is provided under a separate EPAO contract.

11. The Army Apprenticeships team along with AH L&D (Col Kate George) considered which Apprenticeships would be most suitable and advantageous for the NCO cadre and Army as a whole. Options such as Level 3 Team Leader / Supervisor (ST0384 – duration 16 months) and Level 4 Assessor Coach (ST0146 – 17 months duration) were reviewed, however it was judged that the L3 Learning Mentor (ST0148 – duration 14 months³) was the most advantageous Standard on which to focus any trial as it allowed for the development and exercising of key Knowledge, Skills and Behaviours in Mentoring which would enable Army NCO's to further support and develop their subordinates in small groups, or on a one to one basis.
12. During discussion it was recognised that Army already had several Mentoring training opportunities as detailed in [ACSO 3241 \(Army Mentoring Capability\)](#) such as the 2 hour DLE [Mentoring Fundamentals](#) course⁴ and the 2-day Mentoring in Defence (Virtual) course⁵. However, it was felt that these courses were not of the appropriate depth for the NCO Academy trial. Therefore, it was determined that the L3 Learning Mentor was the most appropriate apprenticeship for the Trial and that it would be conducted through a contracted Training Provider (TP) providing full end to end delivery of the apprenticeship, including EPA.

Detail

Mentoring Apprenticeship Trial Objectives

13. Trial Objectives are as follows:
 - a. To provide 30 - 35 places on a Mentoring Apprenticeship⁶ (including the TP contracted EPA) for NCO's (LCpl (OR3) – Sgt (OR6)) apportioned across all Cap Badges within the Army.
 - b. To begin the Mentoring Apprenticeship Trial, through a contracted TP, by early Q1 2023 (NCO Academy IOC) and to conclude the trial and deliver AAP considered analysis of the activity by end of Q1 2024 (NCO Academy FOC).

³ All Apprenticeships durations include End Point Assessment window.

⁴ It is likely that this course will be perquisite for all L4 LM Trial apprentices.

⁵ Another source of information and learning was the Army Mentoring Handbook which can be found at Enclosure 2.

⁶ L3 Learning Mentor or L4 Mentor Practitioner

- c. To deliver a successful blended learning solution which allows successful completion of the Mentoring Apprenticeship End Point Assessment (EPA) with the flexibility to manage the possibility Operational deployments and other workplace commitments where necessary.
- d. To ensure TP engagement with the apprentices Line Manager and their immediate the Chain of Command to support personnel through their apprenticeship journey to successful EPA and ensuring the transfer of learning to the workplace.

Mentoring Apprenticeship Trial Delivery

- 14. **Provision of the Standard and EPA.** The AAP is currently delivered by the Army as an Employer-Provider as described in para's 4 - 5 however for the trial phase the Mentoring Apprenticeship will be delivered by the Supplier as a main Training Provider which includes EPA.
- 15. **Blended Delivery.** Delivery must be primarily through distance learning but should also include some Face-to-Face (F2F) elements in the form of Residential Study Periods to foster inclusion, cohort cohesion, good practice, and stakeholder communication. The TP however must also have a resilience plan for full remote delivery, if required (e.g., contingency plan for further COVID restrictions or similar).
 - a. F2F delivery should be during the working week (Mon-Fri) and must not exceed more than 5 consecutive days and no more than 20 days in total throughout the duration of the trial.
 - (1) It is envisioned by the Authority that for the Residential Study Periods (RSP) the TP will hold these in a geographically central and accessible location in England, at an appropriate College, University, Conference Centre, or similar location.
 - (2) It will be for the TP to detail in their tender how they would wish to provide the RSP requirement however the Authority would expect at least an Introductory session (3-5 days), an Intermediate RSP (4-5 days), approximately halfway through the apprenticeship (or at another academically appropriate point) and a Pre-Gateway / EPA RSP (4 – 5 days) nearer the end of the course.
 - b. Remote delivery must be during the working day (Mon-Fri 0900-1700) but must also be available as a recording to maximise flexibility of access for students.

- c. TP monthly Review engagement with the apprentice can take place F2F or via video conferencing, telephone, email exchange etc.
 - d. Apprentices will generally have internet access and the appropriate IT, although flexibility is required in delivery of teaching and method of submission of assignments for those deployed on Exercise or Operations, particularly for those serving Overseas.
 - e. While most apprentices will have access to appropriate IT the TP should be prepared to support the apprentice if they do not. If required, TP's are to be prepared to loan apprentices appropriate IT for the duration of the apprenticeship.
16. **Prior Learning.** Some apprentices may have conducted military education and training courses that will lead to Recognition of Prior Learning (RPL) for the Mentoring apprenticeship. TP's will be expected to provide RPL based on an assessment of the prior learning with the associated pricing schedules to reflect this.
- a. While TP's will be expected to provide RPL where appropriate, the programme must also be a minimum of 12 months long with up to 8 weeks for End Point Assessment (EPA). The AAP is designed to upskill the workforce and maximise transfer of learning to the workplace. There must be sufficient time to reflect on the course content and to apply the knowledge and skills in the workplace.
17. **Off-the-Job Training.** The TP must support the apprentices Line Manager and immediate Chain of Command to identify and evidence Off-the-Job training / mentoring opportunities conducted by the apprentices.
18. **Functional Skills (FS).** For the Mentoring Trial the Authority will select personnel who already hold documented Level 2 Functional Skills in English and Maths. However, the TP should undertake an assessment to ensure that the apprentice is of the appropriate academic standard to allow them to successfully undertake and complete the apprenticeship. The TP must provide access to FS provision for apprentices who may require improvement, although apprentices may also be able to access FS support at their local Army Education Centre (AEC).
19. **Bespoke Requirements.** Modules and/or assignments should be tailored to maximise their relevance to the Army workplace and transference of learning to the workplace. All

training materials should be contextualised and militarised where possible⁷ and should be available for review by the Authority's Mentoring Apprenticeship Trial Project Officer (SO2b Apprenticeships) prior to the commencement of apprenticeship enrolment. This contextualisation will also need to take place with the TP's contracted EPAO.

20. The Authority will set up Working Group with the TP to allow review and contextualise all learning materials. This will need to also take place with the TP's contracted EPAO at the appropriate juncture at least 6 months before the first planned EPA.
21. **End Point Assessment.**
 - a. The TP will provide end to end apprenticeship delivery including EPA through a contracted EPAO. Details of the EPAO should be included in the TP tender.
 - b. The TP must hold and maintain registration on the Register of Apprenticeship Training Providers (RoATP). The TP's contracted EPAO must have met Ofqual's requirements as an EQAP and for this specific apprenticeship Standard and plans to maintain Ofqual recognition and remain on the RoEPAO for this apprenticeship Standard for the duration of the contract.
 - c. The TP will be responsible for any separate contract arrangements between itself and the EPAO and have a written agreement in place with the organisation to make payment to them for conducting the EPA in line with ESFA funding rules. The written agreement must set out the arrangements for sharing relevant information about the apprentice so EPA and certification can take place, including arrangements for any re-sits re-takes, cancellations, and appeals payments. The EPAO used by the Contractor must be approved by the Authority.
 - d. The TP will ensure that the costs of the EPA, costs associated with the completion certification and costs of external quality assurance involving an external body are included within the total cost of delivering the Mentoring apprenticeship.

⁷ While contextualisation and militarisation are important to allow Army apprentices to fully understand the apprenticeships KSB's it is also important that they absorb all the civilian language and nomenclature associated with Mentoring. This key point should be emphasised and embedded during all activities.

- e. Any contracted TP shall work to the AR (Ed Br, Trial Project Officer (TPO) – SO2b Apprenticeships). It is the policy of the AR (Pers Pol) that EPA delivery will be required within 3 months of Gateway Assessment (unless the Assessment Plan indicates otherwise⁸). The EPA requirement forecast will be refined by the TP monthly, who will liaise with the EPAO to book apprentices for EPA once Gateway is completed.
22. **Funding Regulations.** Mentoring Apprenticeship TP contract will be let through competitive tender process. The Authority will not consider tenders that go above the IfATE Maximum Funding for the Standard⁹. Potential TP should note that the funding rules for apprenticeships allow all Armed Forces personnel to undertake a statutory English apprenticeship wherever they are based in the United Kingdom. To ensure parity of opportunity for our soldiers, the Authority commits to fund individuals who apply and are selected for the trial programme but are ineligible for levy funding under current rules.
23. **Attendance Constraints.** Although the Authority will make all efforts to select personnel that will be relatively geographically static and available to undertake the trial. However due to inherent nature of the Armed Forces Operational commitments, overseas deployments, other military career courses, workforce requirements and individual personal circumstances may impact on that availability. Any programme must be flexible, allowing individuals to suspend their studies¹⁰ at short notice. This will affect group sizes for any residential elements and the TP must be prepared to deal with a broad range of group sizes and to provide access to alternative delivery mechanisms where possible.
24. **Intentions for Possible Future Expansion.** This SOR is limited to the provision of a Mentoring Trial. It is possible that in the future the Army may seek to expand provision into a larger enduring programme as part of the NCO Academy concept. However, any post-trial expansion would be subject of a separate, competitive contracting process.

Trial Requirements

25. The following section will outline the Essential Requirements for the Mentoring Trial programme. Additional non-essential elements provided by the prospective TP's may not affect delivery of the objectives outlined in this SOR but will enhance the apprentice

⁸ EPA is to be taken 8 weeks after Gateway in accordance with the IfATE L3 Learning Mentor EPA Plan.

⁹ As of 24 May 22, the Maximum Funding for the L3 Learning Mentor (ST0148) apprenticeship is £5000 including EPA costs.

¹⁰ Suspensions from the trial will only be authorised after scrutiny by the Authority's Project Officer (SO2b Apprenticeships).

experience and the transfer of learning to the workplace. Non-essential requirements will have a moderate weighting during the tender evaluation.

26. **Detail of Provision**

- a. Provision of a Mentoring Apprenticeship for a cohort of up to 35 Regular Army NCO's (LCpl – Sgt) from all Cap Badges, potentially from across the UK.

(1) All tenderers are to provide a full course syllabus¹¹, illustrating apprenticeship module scheduling and their proposed Residential Study Periods with their bid.

- b. Minimum programme length of 12 months plus up to 8 weeks to complete EPA.

- c. The Trial is to consist of one closed Army cohort however, the TP must ensure that diverse best practice perspectives from other relevant spheres are included within the apprenticeship.

d. The Trial is to start in Jan 2023.

- e. The TP must ensure that staff to apprentice ratios are sufficient to provide the support required.

(1) TP's are to indicate staffing ratios within their tender response.

- f. This contract is for 30 months. Although it is envisioned that most apprentices will reach Gateway after approx. 12 months. The further 18 months of the contract duration is to accommodate a possible Break in Learning for any Operational commitments that may arise in the UK or Overseas.

27. **Programme Qualifications.** Successful apprentices will achieve a nationally recognised IfATE Mentoring related apprenticeship.

28. **Management of Information.**

¹¹ Based on L3 Learning Mentor is L4 Mentor Practitioner is not yet in place.

- a. The TP will have a Management of Information System (MIS), ideally ACE 360, and is responsible for inputting apprentice details onto the Apprenticeship Service.
 - b. Data for apprentices who are ineligible for levy funding may have to be entered onto a separate MIS and invoicing system.
 - c. The TP will provide the Authority with personalised apprentice data to monitor progress and enable interventions in the learning journey by the Authority before the apprentice is permitted to withdraw/suspend/fail.
29. **Trial Management.** As the programme is a trial greater scrutiny and data capture is required than would normally take place for the delivery of an apprenticeship Standard. The TP is to hold monthly performance review meetings with the TPO to discuss:
- a. Individual apprentice progress.
- (1) Using A Red, Amber, Green (RAG) assessment process and including reasons for that assessment.
- b. Monthly apprentice Attitude and Satisfaction surveys.
- (1) Survey question sets to be developed by TP and the Authority prior to enrolment.
- c. Line manager and immediate CoC engagement.
 - d. Apprenticeship Service funding issue including monthly payments, withdrawals / suspensions.
 - e. Apprenticeship module evaluations and quality assurance.

The TP will produce minutes and a record of decisions log for each meeting.

30. During the duration of the contract, if requested, the TP will provide the Authority with responses to ad hoc RFIs to support activities such as Ministerial questions, FOI requests or other Authority queries.

31. The TP will provide the Authority with a final report, after all EPA has been undertaken, to summarise the areas discussed at the monthly performance review meetings, note all lessons identified during the trial are captured for the management of any future enduring programme and provide longitudinal analysis of apprentice performance, attitude, and satisfaction.
32. The TP shall not introduce any changes that will alter the content of the Standard and/or require additional resources to be provided by the Authority without the approval of the Authority.
33. **Programme Director.** The TP will provide a nominated Programme Director who will act as a focal point for all liaison between the TP and the Authority.
34. **Key User Requirements (KURs).** KURs are available at Annex B. Measures of success in the KURs are provisionally set around apprentice numbers, cohorts and RPL. These measures may be amended depending on the proposals offered by suppliers. The final measures of success will be included for to approval between contract award notification and contract start date.
35. **Apprentice Selection Process for the Mentoring Trial.** The Authority will undertake a rigorous selection process to ensure that suitably motivated and prepared apprentices are identified and that each selected apprentice has an appropriately engaged and supportive Line Manager and immediate Chain of Command. It is intended that all selected personnel will already have achieved L2 Functional Skills in English and Maths.

Additional Requirements

36. **Line Manager and Chain of Command Engagement.** The TP will actively develop line managers and the apprentice's immediate chain of command through interactive resources and training sessions to effectively support apprentices through their studies and to ensure the transfer of learning to the workplace. Apprentices' line managers may change during the apprenticeship due to military assignment cycles and internal re-allocation of personnel.
 - a. As a minimum engagement should include employer guides to the Mentoring apprenticeship (available electronically) explaining employer roles and responsibilities.

- b. Monthly progress reviews sent to line managers (copied to the TPO).

Intellectual Property (IP) Rights (IPR)

- 37. The Authority will retain all IPR of apprentice's assignments and assessment work including the 'Showcase' element.

Use of Classified Information in Mentoring Apprenticeship Assessments

- 38. Where apprentices wish to use classified information as part of their assignments or Showcase, the following policy must be strictly adhered to:
 - a. Apprentices who intend to use sensitive information to complete one or more of the Standards EPA elements (Showcase, Observation or Professional Discussion) must consider the direction provided by JSP 440, Leaflet 10 (para 167 onwards) before starting their assignment.
 - b. In general apprentices should avoid using sensitive information as part of their assessments or should seek to declassify it. Where this is not possible officers must engage with the Information Asset Owner (IAO). The IAO is a senior individual who is best placed to understand and manage the risk to a specific information asset or assets.
 - c. The IAO will provide advice and guidance on the use of the information, as well as confirming whether there are any restrictions on who can access and assess the assessment material.
 - d. Apprentices may have to change their assessment content if the IAO deems it too sensitive for external audiences. Therefore, apprentices are advised to engage with the IAO at the earliest opportunity.
 - e. Apprentices who have permission from the IAO to use sensitive information as part of their assessment must inform the Trial Project Officer (Army Pers-Pol-Apprenticps-SO2b) Redacted – personal information) immediately.

Payment

39. Payment will be drawn by the TP directly from the Apprenticeship Levy Fund. This occurs monthly if the correct monthly data upload has been made by the provider. The TP will pay the EPAO for all EPA under their own separate contract arrangements.
40. The Authority will fund individuals who apply and are selected for the Mentoring Apprenticeship programme but are ineligible for levy funding under current rules through a separate funding stream. This will require a separate MIS and invoicing arrangement between the Authority and the provider

End of Contract / Exit Strategy

41. The Authority reserves the right to terminate the contract if changes to ESFA funding regulations make it unaffordable or if the Standard is withdrawn.
42. All apprentices that can pass through Gateway are to be supported to EPA by the TP past contact end¹² if necessary.
43. By the stipulated contract end date any apprentices who have not completed the programme and are judged unable to pass Gateway at that time should be provided with a transcript of their progress to enable accreditation of prior learning.

Annexes:

- A. Level 4 Learning Mentor Trial Key User Requirements.
- B. Glossary

Enclosure:

1. Army Mentoring Handbook dated Jun 2020

¹² Planned contract award date +30 months.

MENTORING APPRENTICESHIP TRIAL KEY USER REQUIREMENTS

KUR No	Title	Description	Threshold MOE	Objective MOE	Justification	Validation <u>A</u> nalysis, <u>D</u> emonstration, <u>T</u> est
1	Mentoring Apprenticeship Trial Programme	Provision of a fully funded Mentoring App trial for Army NCOs (OR3 – OR 6)	30 - 35 OR 3 - 6 on Mentoring App	Up to 35 OR3 – OR6. Representing all Cap Badges on Mentoring App. One Army cohort. 14-month programme length. Contract duration 30 months. Sufficient staff to apprentice ratio to enable support required.	Provides a comparable pathway and cohesion as other Standards on AAP. Cohort constituents will allow trial to gather data on all required ranks and CB. Contract duration will allow flexibility for learners to suspend and re-join programme after BiL due to Ops	Required number of places/cohort constituents/staff provided, management of information system in place to manage invoicing, tracking of levy spending and apprentice progress, programme at least 30 months long.

OFFICIAL-SENSITIVE

2	Timings	To provide a relevant trial that can present advice to Pers Pol on feasibility and desirability of use of Apprenticeships in NCO Ac by NLT late Q1 of 2024	To initiate Mentoring App Trial in Q1 2023 to deliver App analysis to Pers Pol / NCO Ac	To begin Mentoring App Q1 2023 (NCO Ac IOC) and to conclude the trial and deliver APP considered analysis of the activity by end of Q1 2024 (NCO Ac FOC).	To allow trial analysis to be used in a timely manner to allow key decisions on use and potential expansion of apprenticeship in NCO Ac by FOC.	Confirm apprentice start date. Monitor App progress and achievement across 14-month apprenticeship (and beyond if required). To analyse longitudinal data to determine feasibility and desirability of use of App in NCO Academy by FOC
---	---------	--	---	---	---	---

KUR	Title	Description	Threshold MOE	Objective MOE	Justification	Validation <u>A</u> nalysis, <u>D</u> emonstration, <u>T</u> est
3	Blended Learning Solution	Mix of F2F and distance delivery.	F2F delivery, max 20 days per year, no more than 5 days in a row.	Delivery should be during the working day/week (Mon-Fri 0900-1700)	This contributes to the 20% Off-The-Job training time required as part of the apprenticeship.	Confirmation from TP of learning schedule.
4	Training Provider Engagement	Monitoring of TP engagement with all Stakeholders, incl Army and EPAO	TP engagement apprentices Line Manager and COC to ensure support for apprentices.	TP engagement apprentices, Line Manager and COC to support personnel through their apprenticeship journey to successful EPA and ensuring the transfer of learning to the workplace. To ensure successful engagement with TP contracted EPAO.	To ensure efficient effective communication and best practice during trial to allow full and effective Apprentice engagement and achievement	Through regular monthly engagement with the TP (including feedback from LM, CoC and App) confirm appropriate level of engagement is taking place across all Stakeholders to ensure effective trial programme which will result in as many successful EPA as possible.

OFFICIAL-SENSITIVE

5	Trial Analysis	Trial to provide data to allow Pers Pol to determine feasibility, desirability, and financial viability of use of App in NCO Ac.	Trial to provide sufficient data, to allow analysis to enable AAP to advise Prof Dev on feasibility, desirability, and financial viability of inclusion of App in NCO Ac.	To provide appropriate quantitative and qualitative data, longitudinal analysis, lessons identified, information on staffing and management requirements and overall apprentice feedback on the trial (of both learning and EPA delivery) to allow AAP to advise Prof Dev by FOC on whether a Mentoring App and similar apprenticeships are both feasible and desirable for inclusion within the Army NCO Ac structure.	To ensure informed and correct decision is made on the possible future use of Apprenticeships in NCO Ac structure	Through regular monthly engagement with the TP, and later with EPAO, confirm appropriate level of data (including feedback from LM, CoC and App) is being captured to allow assessment of trial and any significant lesson to be identified including App, TP, EPAO performance and LM and CoC engagement.
---	----------------	--	---	---	---	--

GLOSSARY

Abbreviation/Term	Meaning	Remarks
AAP	Army Apprenticeship Programme	Managed by the AAP Team in Pers Pol (A).
Apprentice	All apprentices on the AAP (or other Service equivalents) are military personnel.	Apprentices may also be referred to as “soldiers” or “learners”, depending on the context.
APSG	Army Personnel Services Group	Part of the Army’s 3* Home Command.
The Authority	The definition of the Authority is included in DEFCON 501: “the Authority’ means the Secretary of State for Defence, acting on behalf of the Crown”.	This is supplemented by additional wording in Schedule 3 of this contract: “In addition to the definition set out in DEFCON 501, the Authority is an employer-provider of Apprenticeships and an ESFA contractor”.
Authority’s Representative (AR)	The definition of the Authority’s Representative is included in Schedule 3 of this contract: “The ‘Authority’s Representative’ means the Designated Officer as defined at sub-clause 2.18 or such other nominated individual who may be appointed by the Authority in accordance with the provisions of the Contract”.	There are a number of AAP stakeholders, e.g., Pers Pol (A), Ed Br, Commercial Br, Corps Colonels, CBDOs, unit chains of command, SPs. Where the contract includes EPA for the RN and/or RAF, there may be similar equivalent RN and/or RAF stakeholders. (Whilst the soldiers who are the learners/apprentices are key stakeholders, and must be at the heart of EPA delivery, they are unlikely to act on behalf of the Authority’s Representative).
CBDO	Cap badge Designated Officer	Responsible for the Cap Badge Apprenticeship programme, on behalf of the Regimental or Corps Colonel. Note that the CBDO is not the same as the DO for EPA contracts.
Corps Colonel	Each Corps has a Corps Colonel who acts as the professional head of the Corps.	Corps Colonel’s responsibilities include leading on the Corps’ apprenticeship programme.
D&I	Diversity and Inclusion	
DIA	Defence Internal Audit	
DIO	Defence Infrastructure Organisation	
DO	Designated Officer	Note that the DO for EPA contracts is not the same as the CBDO.

OFFICIAL-SENSITIVE

DPA 18	Data Protection Act 2018	UK legislation. See also GDPR.
DSAT	Defence Systems Approach to Training	Explained in JSP 822, which is available via www.gov.uk .
Ed Br	Education Branch	Part of the APSG. Responsible for delivery of Apprenticeships across the Field Army.
EPA	End-Point Assessment	
EPAO	End-Point Assessment Organisation	
EQA	External Quality Assurance	
EQAP	EQA Provider	
ESFA	Education and Skills Funding Agency	
FS	Functional Skills	
GDPR	General Data Protection Regulation	The provisions of the EU GDPR were incorporated directly into UK law at the end of the Brexit transition period. The UK GDPR sits alongside the DPA 2018 with some technical amendments so that it works in a UK-only context which now incorporates the principles of the EU GDPR.
H&S	Health and Safety	
ICE	Instructions for Conducting Examinations	
IfATE	Institute for Apprenticeships and Technical Education	
ILR	Individual Learner Record	
ITT	Initial Trade Training	Formerly known as Phase 2 Training.
JCQ	Joint Council for Qualifications	
JSP 822	Joint Service Publication 822	Defence Direction and Guidance for Training and Education (including DSAT).
L&D	Learning and Development	One of the Pillars in Pers Pol (A). Responsible for apprenticeship strategy and policy.
LRS	Learning Records Service	
MOD	Ministry of Defence	
NAO	National Audit Office	

OFFICIAL-SENSITIVE

Abbreviation/Term	Meaning	Remarks
NCSC	National Cyber Security Centre	
Ofqual	Office of Qualifications and Examinations Regulation	Ofqual is a non-ministerial government department that regulates qualifications, exams and tests in England. Following the IfATE's EQA consultation during 2020, Ofqual will become the EQAP for all EPA by 2022 (less for integrated higher and degree apprenticeships).
OfS	Office for Students	The OfS is the independent regulator of higher education in England. Following the IfATE's EQA consultation during 2020, the OfS will become the EQAP for integrated higher and degree apprenticeship EPA by 2022.
Ofsted	Office for Standards in Education, Children's Services and Skills	Ofsted is responsible for inspecting services providing education and skills for learners of all ages.
Pers Pol (A)	Personnel Policy (Army)	A 1* Branch of the Army's Personnel Directorate. Part of Army HQ in Andover.
PREVENT	PREVENT is part of the UK's Counter Terrorism Strategy.	Safeguarding and supporting those vulnerable to radicalisation and preventing them from becoming terrorists or supporting terrorism.
POC	Point of Contact	
QAA	Quality Assurance Agency for Higher Education	
RoEPAO	Register of End-Point Assessment Organisations	
ROR	Requirements of Response	
SO1	Staff Officer Grade 1	A managerial appointment within the MOD. For Army personnel this is a Lieutenant Colonel, for civil servants a C1 grade.
SOP	Standard Operating Procedure	
SOR	Statement of Requirement	
SP	Service Provider	The SPs are the Army's contracted Apprenticeship training providers. They provide administrative support and deliver FS, support to apprentices and EPA preparation. Where required they deliver training to bridge the gap between Army training delivery and the requirements of the Apprenticeship Standards.
STT	Subsequent Trade Training	Formerly known as Phase 3 Training.

OFFICIAL-SENSITIVE

Abbreviation/Term	Meaning	Remarks
TP	Training Provider	A TP is the Army's contracted Apprenticeship training provider. They will deliver all training to the Army apprentices for a particular Standard or group of Standards. They will also provide administrative support and deliver FS, support to apprentices and EPA preparation.
TPO	Trial Project Officer	Army Pers-Pol-Apprenticps-SO2b: redacted – personal information

**Enclosure 1 to
Mentoring App Trial SOR
Dated 07 Jul 22**

ARMY MENTORING HANDBOOK dated JAN 20



Army_Mentoring_Ha
ndbook_Jan_20-O.pdf



MINISTRY OF DEFENCE

**CONTRACT NUMBER:
704647450**

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH
ARMY**

ANNEX B TO DEFFORM 47

PRICING PART 1

OFFICIAL - SENSITIVE – COMMERCIAL
(WHEN COMPLETED)

Annex B – Part 1

1. SCHEDULE OF REQUIREMENTS

Pricing, Part 1
SCHEDULE OF REQUIREMENTS

Name and Address of Training Provider: Impact Futures Training Limited The Switch Floor 1, 1-7 The Grove Hatfield Road Slough SL1 1QP	MINISTRY OF DEFENCE	Contract No: 704647450
	THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH ARMY	
Issued With: ITT documentation	On 01/11/2022	Previous Contract No: Not Applicable

Requirement

Item Number	Description	Notes to Supplier	Firm Price £ (ex-VAT)
1	Mentoring Apprenticeship Trial, L3 Learning Mentor (ST0148)	Price per Learner	Redacted – commercially sensitive information



MINISTRY OF DEFENCE

CONTRACT NUMBER:

704647450

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH
ARMY**

PRICING PART 1

Annex B – Part 1

2. SCHEDULE OF REQUIREMENTS

Pricing, Part 1

SCHEDULE OF REQUIREMENTS

Name and Address of Training Provider: Impact Futures Training Limited The Switch Floor 1, 1-7 The Grove Hatfield Road Slough SL1 1QP	MINISTRY OF DEFENCE	Contract No: 704647450
	THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH ARMY	
Issued With: ITT documentation	On 29/07/2022	Previous Contract No: Not Applicable

Requirement

Item Number	Description	Notes to Supplier	Firm Price £ (ex-VAT)
1	Mentoring Apprenticeship Trial, L3 Learning Mentor (ST0148)	Price per Learner	Redacted – commercially sensitive information



MINISTRY OF DEFENCE

CONTRACT NUMBER:

704647450

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE
BRITISH ARMY**

SCHEDULE 3

TERMS AND CONDITIONS

CONTENTS

GENERAL CONDITIONS	32
1. DEFENCE CONTRACT CONDITIONS (DEFCONs)	32
SPECIAL CONDITIONS	34
2. NOTES & FURTHER DEFINITIONS	34
3. PRECEDENCE	38
4. LEGAL AND STATUTORY RESPONSIBILITIES	39
5. CHANGES IN LAW	39
6. ENTIRE AGREEMENT	40
7. DURATION	40
8. TERMINATION	40
9. AMENDMENTS	41
10. PRICE	42
11. PAYMENT & THE AUTHORITY'S ELECTRONIC PAYMENT SYSTEM: "CONTRACTING, PURCHASING & FINANCE (CP&F)"	43
12. TRAVEL & SUBSISTENCE	44
13. TAXATION AND OTHER PAYMENTS	45
14. SAFEGUARDING APPRENTICES	45
15. QUALITY ASSURANCE	46
16. TRAINING PROVIDER FINANCE ASSURANCE	46
17. MONITORING AND COMPLIANCE	46
18. PERFORMANCE	46
19. REPORTS & MEETINGS	47
20. REJECTION	48
21. DISPUTE RESOLUTION PROCEDURE	49
22. ARMY APPRENTICESHIP BUSINESS SUPPORT CONTRACTOR'S E-PLATFORM	49
23. DATA MANAGEMENT	50
24. SECURITY	50
25. CYBER SECURITY	53
26. DATA PROTECTION	54
27. CONFIDENTIALITY OF INFORMATION	55
28. PROFESSIONAL INDEMNITY AND MEDICAL INSURANCE COVER	56
29. INSURANCE	57
30. INDEMNITY	57
31. CONFIDENTIALITY	58

32.	TRANSITION PLAN.....	58
33.	EXIT MANAGEMENT	58
	Appendix - Addresses and Other Information	Error! Bookmark not defined.
	Annex A - NOT USED	Error! Bookmark not defined.
	Annex B - Transition Activity Checklist	60
	Annex C - Personal Data Particulars	61
	Annex D - Exit Plan	Error! Bookmark not defined.

GENERAL CONDITIONS

1. DEFENCE CONTRACT CONDITIONS (DEFCONs)

The following DEFCONs in respect of general and other matters shall apply:

DEFCON 5J (Edn 18/11/16)	Unique Identifiers (Clause 4 is not applicable)
DEFCON 76 (Edn 06/21)	Contractor's Personnel at Government Establishments
DEFCON 90 (Edn 06/21)	Copyright
DEFCON 127 (Edn 08/21)	Price Fixing Condition for Contracts of Lesser Value
DEFCON 129J (Edn 18/11/16)	The Use of The Electronic Business Delivery Form
DEFCON 501 (Edn 10/21)	Definitions and Interpretations
DEFCON 503 (Edn 06/22)	Formal Amendments to Contract
DEFCON 507 (Edn 07/21)	Delivery
DEFCON 513 (Edn 04/22)	Value Added Tax
DEFCON 514 (Edn 08/15)	Material Breach
DEFCON 515 (Edn 06/21)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 02/17)	Transfer
DEFCON 520 (Edn 08/21)	Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn 11/21)	Payment and Recovery of Sums Due
DEFCON 524 (Edn 12/21)	Rejection
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 529 (Edn 09/97)	Law (English)
DEFCON 530 (Edn 12/14)	Dispute Resolution (English Law)
DEFCON 531 (Edn 09/21)	Disclosure of Information

DEFCON 532B (Edn 09/21)	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 534 (Edn 06/21)	Subcontracting and Prompt Payment
DEFCON 537 (Edn 12/21)	Rights of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 01/22)	Transparency
DEFCON 550 (Edn 02/14)	Child Labour & Employment Law
DEFCON 566 (Edn 10/20)	Change of Control of Contractor
DEFCON 602B (Edn 12/06)	Quality Assurance (without Deliverable Quality Plan)
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 608 (Edn 07/21)	Access and Facilities to be Provided by the Contractor
DEFCON 609 (Edn 07/21)	Contractor's Records
DEFCON 620 (Edn 06/22)	Contract Change Control Procedure
DEFCON 625 (Edn 06/21)	Co-Operation on Expiry of Contract
DEFCON 632 (Edn 11/21)	Third Party Intellectual Property – Rights and Restrictions
DEFCON 642 (Edn 07/21)	Progress Meetings
DEFCON 656A (Edn 08/16)	Termination for Convenience – under £5M
DEFCON 658 (Edn 09/21)	Cyber
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements

DEFENCE FORMS (DEFFORMs)

DEFFORM 111 (Edn 07/21)	Appendix – Addresses and Other Information
DEFFORM129J (Edn 09/17)	The Use of the Electronic Business Delivery Form
DEFFORM 532 (Edn 10/19)	Personal Data Particulars

For copies of DEFCONs/DEFFORMs refer to 'Note' on the DEFFORM 111 attached to these Terms & Conditions.

SPECIAL CONDITIONS

2. NOTES & FURTHER DEFINITIONS

- 2.1 For the purposes of Condition 1 and in addition to the provisions of DEFCON 501 (refer to Condition 1):
- 2.2 Where appropriate to the work to be performed under the Contract, in the Standard Conditions and the DEFCONs, references to “Article” and “Articles” shall be read as meaning “Service” and “Services” and all other terms shall generally be interpreted in the context of the delivery of such a Service or Services as opposed to the delivery of goods of the Training Provider’s manufacture;
- 2.3 In the DEFCONs, any references to the “Project Manager”, “Project Desk Officer”, “Quality Assurance Manager” and the like shall be interpreted as being a reference to the Authority’s “Designated Officer” identified in Box 2 of the DEFFORM 111 to the Ts &Cs;
- 2.4 In the DEFCONs, any references to “Contractor” shall be interpreted as being reference to the “Training Provider”;
- 2.5 ‘Apprenticeship Standards’ are endorsed by the Institute for Apprenticeships and Technical Education (IfATE) (an executive non-departmental public body) sponsored by the Department for Education) and comprise of initial assessment, on-programme training and learning (including Functional Skills), Gateway assessment and End-Point Assessment. Standards are tailored to each individual profession designed by employers and include an Assessment Plan and assessments and grading of knowledge, skills and behaviours.
- 2.6 ‘Army Apprenticeship Management Board (AAMB)’ is chaired by AH Learning and Development, Pers Pol (Army) and is responsible for the overall strategic management of the Army Apprenticeship Programme.

- 2.7 'Army Apprenticeship Programme' shall mean the Army managed apprenticeship programme in which all Education Skills Funding Agency (ESFA) and Apprenticeship Levy funded apprenticeship provision is delivered under the Single Army Contract (SAC);
- 2.8 'Army Apprenticeship Standard Operating Procedure (SOPs)' shall mean the working instructions produced, and amended as necessary, by the Authority, and which set out the policies and procedures to be followed in respect of Army Apprenticeships.
- 2.9 'The Authority'. In addition to the definition set out in DEFCON 501, the Authority is an employer-provider of apprenticeships and an ESFA contractor;
- 2.10 The 'Authority's Representative', means the Designated Officer as defined at sub-clause 2.18 or such other nominated individual who may be appointed by the Authority in accordance with the provisions of the Contract;
- 2.11 The 'Authority's Commercial Officer' means the individual/post identified in Box 1 of the DEFFORM 111 to Schedule 3 (Ts & Cs);
- 2.12 The 'Bill Paying Authority' means the Bill paying Authority whose name and address is given in Box 11 of the DEFFORM 111 to the Contract;
- 2.13 'Conditions' means the Terms and Conditions (Ts & Cs) set out in this Schedule;
- 2.14 'Confidential Information' means all information (including data in electronic form, computer programs, designs, plans, drawings, analyses, studies and other documents or material) designated as such by either Party in writing together with all such other information of a technical, commercial or financial nature received from a Party to this Contract, its agents, servants, employees, representatives or advisors (including, without limitation, any and all documents and information supplied in the course of proceedings under Schedule 4 - Dispute Resolution Procedure);
- 2.15 'Contract Award Date' means the day on which Contract Award is Confirmed.

- 2.16 'Contract Price' for the purposes of the definition set out in DEFCON 501 means the amount set out in Schedule 2 Part 1– Schedule of Requirement;
- 2.17 'Day(s)' means 'working day(s) unless specifically expressed as calendar day(s);
- 2.18 "Designated Officer" is the principal Representative of the Authority appointed to monitor the Training Provider's performance in respect of the Contract and to certify receipt of satisfactory performance. The Authority's Designated Officer may, at their sole discretion and by notice to the Training Provider, delegate certain functions to other Representatives of the Authority. The address of the Designated Officer is contained in Box 2 of the DEFFORM 111 to the Contract;
- 2.19 'Education and Skills Funding Agency (ESFA)' is an executive agency of the Department for Education. The Secretary of State for Education, via the ESFA, sets the rules and guidance for apprenticeships. The Authority is an ESFA contractor;
- 2.20 'Employer-Provider' means any organisation that delivers some, or all, of the training element of an apprenticeship to their own staff and holds a contract with the ESFA. The Authority is an employer-provider and thus an ESFA contractor;
- 2.21 'End-Point Assessment' (EPA) is a holistic and independent assessment of the knowledge, skills and behaviours of the Apprentice which have been learnt throughout an Apprenticeship Standard;
- 2.22 'Gateway Assessment' or 'Gateway Requirements' means the requirements set out in the Assessment Plan that must be met by the apprentice prior to undertaking EPA of the Apprenticeship Standard;
- 2.23 'Personnel Policy, Learning and Development Branch (Pers. Pol L&D)' means the Authority's Personnel Policy, Learning and Development Branch which is responsible for the management and oversight of the Army Apprenticeship programme;
- 2.24 'Management Information' means any information acquired or generated by the Training Provider for the purpose of managing the Contract which may be provided to the Authority and/or the ESFA during the term of the Contract;

- 2.25 'Maxi Management Boards' are cap badge specific management boards. These boards are responsible for the operational level management of each of the Army Apprenticeship sub-contracts. Representatives from APSG Education Branch (delivery lead) and Pers Pol (Army) will attend the Maxi Management Boards (note: SO1 Apprenticeships within Pers Pol (Army) is the contract owner with the ESFA on behalf of the Army).
- 2.26 'Ofsted' means the Office for Standards in Education, Children's Services and Skills;
- 2.27 'Parties' means the Training Provider and the Authority, and Party shall be construed accordingly;
- 2.28 'Personal Data' means personal information and data relating to a specific individual who can be identified by such information and data;
- 2.29 'Register of Apprentice End Point Assessment Organisations' means the Register held by the ESFA of organisations that the employer-provider can contract with for the delivery of End-Point Assessments;
- 2.30 'Appointed End Point Assessor' means an organisation that must be on the ESFA's Register of Apprentice Assessment Organisations and has been appointed by the Authority, to undertake the End Point Assessments;
- 2.31 'Services' means the services which are to be provided by the Training Provider throughout the Contract term in accordance with the terms and conditions of this Contract and Schedule 1 (SOR);
- 2.32 'Single Army Contract (SAC)' shall mean the Army arrangement to draw funding directly from the ESFA or the Employer Levy Account for Apprenticeships and Functional Skills;
- 2.33 'Statement of Requirements (SOR)' means the Services specified in Schedule 1 (SOR) which are to be performed by the Training Provider and the minimum standards to be achieved.

3. PRECEDENCE

- 3.1 In performing its obligations under this Contract, the Training Provider shall:
- 3.2 Provide the Services and carry out all other obligations under this Contract, in accordance with the terms of this Contract, all relevant Legislation, ESFA Rules and Pers Pol L&D Standard Operating Procedures (SOPs).
- 3.3 In consultation with the Authority, and where appropriate, develop such policies and procedures, which are likely to improve/enhance the provision of the Service and shall comply with such policies and procedures once they have been agreed with the Authority; and
 - 3.3.1 Obtain and maintain all necessary Consents.
- 3.4 In the event of any inconsistency or conflict between the obligations of the Training Provider referred to in Clause 3 the following order of precedence shall apply:
 - 3.4.1 Statutory Legislation;
 - 3.4.2 Education and Skills Funding Agency (ESFA) Rules;
 - 3.4.3 Terms and Conditions of this Contract (Schedule 3)
 - 3.4.4 Schedule 1 - Statement of Requirements (SOR);
 - 3.4.5 Schedule 2 – Firm Price Table
 - 3.4.6 Standard Operating Procedures (SOPs) subject to regular review/update;
 - 3.4.7 All other Schedules;
 - 3.4.8 Other ancillary documents referred to in this Contract.

3.5 In the event of any conflict between the General Conditions of the Contract and the Special Conditions of the Contract then the Special Conditions of the Contract shall prevail.

3.6 The Parties must seek to resolve such discrepancy, inconsistency or divergence as soon as practicable. Where they fail to do so and either Party considers the discrepancy, inconsistency or divergence to be material, then the matter may be referred to the Dispute Resolution Procedures as detailed in Schedule 4.

4. LEGAL AND STATUTORY RESPONSIBILITIES

4.1 Whilst attention is drawn herein and in the SOR to specific legislation, it shall be the sole responsibility of the Training Provider to ensure that they complies with all legal requirements and statutory instruments, be they National or European Union and any local by-laws, as appropriate to the nature of the services being provided in so far as such legal requirements, statutory instruments and by-laws are applicable to the geographic areas where the Contract is being performed.

5. CHANGES IN LAW

5.1 Changes to statutory legislation shall be dealt with on a case-by-case basis. The Training Provider shall be responsible for Non-Discriminatory change and the Authority shall be responsible for Discriminatory change as affects the Training Providers performance in meeting the Contract obligations, including the requirements of Schedule 1 (SOR).

5.2 The Training Provider shall not be relieved of its obligations to supply the Services in accordance with the terms of this contract as the result of a Specific Change in Law provided always that the costs of complying with the Specific Change in Law which cannot clearly be anticipated as at the Effective Date shall be agreed pursuant to the DEFCON 620 (Contract Change Control Procedure).

5.3 Without prejudice to the rest of this Condition, the Training Provider shall use all reasonable endeavours to minimise any disruption caused by any Specific Change in Law.

5.4 For the purpose of this Condition:

5.4.1 DfE Funding Band shall mean the maximum capped funding band against which each apprenticeship is allocated by the DfE. Additional information on the DfE Funding Bands can be found at:

<https://www.gov.uk/government/publications/apprenticeship-funding-bands>

6. ENTIRE AGREEMENT

6.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

6.2 The Training Provider's Technical Submission filed in response to the Authority's Requirement of Response will become the Service Delivery Plan at contract award and Schedule 6 to this Contract and its content therefore enforceable as part of the entire agreement.

7. DURATION

7.1 Without prejudice to any other term or condition of the Contract and subject at all times to the continued availability of ESFA Funding / Apprenticeship Levy funding, the duration of Contract in accordance with Schedule 2 (Pricing) shall be 30 months. The Contract Implementation date shall be 11th October 2022. Subject to the termination provisions of the Contract, the Contract duration shall be from 11th October 2022 to 10th April 2025 inclusive.

8. TERMINATION

8.1 The Authority and the Training Provider agree that the Contract shall be regarded as terminated if, at any time during the period in which the Contract subsists, there is a material adverse change in the amount or nature of the funding provided by ESFA, or if funding is no longer available from the ESFA or via the Defence Apprenticeship Levy account. In the event of any material adverse change or any cessation of

funding, the Authority shall endeavour to provide the Training Provider with as much notice as that provided to the Authority by the ESFA/Defence Resources.

- 8.2 In the event of termination under the provisions of Condition 8.1 above, the Authority and the Training Provider agree that all costs of termination shall lie where they fall, and that neither the Authority nor the Training Provider shall have any claim against the other in respect of the termination.
- 8.3 Termination under the provisions of Condition 8.1 shall be entirely without prejudice to the rights of the Authority and the Training Provider that have accrued under the Contract up to the date of termination.
- 8.4 In the event that the ESFA requirements for the assessment of Apprenticeships against Standards changes to the extent that it has a material change or impacts on the way in which the Contract is being delivered, the Authority will take a view on whether this would be a sufficiently substantial, material or adverse change necessitating re-negotiation or re-competition of the contract; and in such circumstances, the Authority shall endeavour to provide the Training Provider with as much notice as that provided to the Authority by the ESFA.
- 8.5 In the event that a change to the Army career development strategy renders any or all of the Apprenticeship EPAs covered by this Contract inappropriate for the career needs of the soldiers, the Authority shall have the right to cease enrolment of Apprentices onto any or all of the Apprenticeships. The cessation of enrolment will be dependent on the Army policy decision and will be discussed with the Training Provider. The Training Provider shall continue to support apprentices already booked for EPA to completion in accordance with the provisions of this Contract.

9. AMENDMENTS

- 9.1 Amendments to any part of this Contract may only be amended or varied through the written approval of the Authority's Commercial Branch.
- 9.2 The Authority will accept no liability for orders or instructions placed by any person other than an authorised officer in the Authority's Commercial Team, in accordance with DEFCON 503.

- 9.3 The Training Provider shall not carry out any work until any necessary change to the Contract (which may include change to Contract Price) has been agreed and a written amendment in accordance with Clause 9.1 above has been issued.
- 9.4 As the Authority is a Contractor of the ESFA, Contract amendments may also arise as a result of ESFA mandated changes, changes to ESFA funding rules or as a result of ESFA reviews/audits and, as a consequence, these changes shall in turn be flowed down to the Training Provider through the issue by the Authority of Amendments to the Contract.
- 9.5 The Training Provider shall ensure that their employees are suitably dressed whilst on duty as agreed with the Authority (Designated Officer).
- 9.6 The Authority shall have the right to reschedule or cancel EPA at no extra cost by giving a minimum of 10 working days' notice. The Authority shall also have the right to change candidates for any element of the EPA, at no extra cost, by giving a minimum of 2 working days' notice. Where the assessor requires candidate materials, such as a project or portfolio, in advance of an EPA element, the Authority shall have the right to change candidates for this element of the EPA, at no extra cost, by giving a minimum of 2 working days' notice before the deadline for the project or portfolio to be submitted.

10. PRICE

- 10.1 The price for delivery of the trial and End-Point Assessments (EPA) shall be FIRM (i.e. non-variable) as specified in Schedule 2, Part 2 (Firm Price Table) and relate to Schedule 1 the Statement of Requirements.
- 10.2 The overall cost for delivery of an EPA to the Authority, which shall be negotiated between both Parties, shall not exceed the guideline % of the funding cap identified in the Apprenticeship Standard.
- 10.3 Where pricing for delivery of the trial and End-Point Assessments (EPA) of a Standard has not already been agreed and incorporated into the Contract from the outset of contract delivery, these prices shall be agreed between the Authority and

the Training Provider at the point when the relevant Standards become known, and shall be agreed in accordance with the pricing principles set out herein:

- 10.3.1 the Authority shall formally invite the Training Provider to provide a price quotation for the delivery of the trial and End-Point Assessments (EPA) under the DfE-defined Standards-based approach;
- 10.3.2 Any price quotation submitted by the Training Provider to the Authority shall be supported by clear supporting written evidence that fully justifies the price(s) proposed. This evidence shall include a full cost breakdown of the proposed Price per Apprentice together with underpinning assumptions. Where the proposed Price per Apprentice includes elements of risk pricing, the Training Provider must fully articulate the basis of such risks;
- 10.3.3 Any prices proposed by the Training Provider shall form the basis of detailed pricing negotiations with the Authority, which shall aim to determine a contractually-agreed Contract Price for delivery of the trial and End-Point Assessments under a “Standards-based” approach. In this context, the profit rate proposed by the Training Provider to commence pricing negotiations shall be the Government Single Source profit rate for single source procurements in force at the time of commencement of such negotiations.

11. PAYMENT & THE AUTHORITY’S ELECTRONIC PAYMENT SYSTEM: “CONTRACTING, PURCHASING & FINANCE (CP&F)”

- 11.1 Payment for Training Provider Deliverables under the Contract shall be made via the Contracting, Purchasing & Finance (CP&F) electronic purchasing tool¹³ in accordance with DEFCON 522.
- 11.2 The Training Provider shall submit claims for payment monthly in arrears to the Designated Officer.
- 11.3 The Authority shall pay all valid and undisputed claims for payment submitted by the Training Provider to DBS Finance in accordance with DEFCON 522.

¹³ Invoices need to be submitted via the Exostar module of the tool.

- 11.4 Payment will be made in accordance with the completed Schedule of Requirement together with any additional costs as agreed within the Firm Price Table (Schedule 2). Payment will be made for completed EPA. The Authority will not make payment for partially completed EPA, unless expressly agreed by the Authority in exceptional circumstances.
- 11.5 Invoices submitted to the Authority must be itemised by EPA outcome denoting Achieved or Failed.
- 11.6 Payment for cancelled/rescheduled EPA, if cancelled/rescheduled at the request of the Authority, will be made in accordance with the price agreed via the Firm Price Table. Invoices for cancelled/rescheduled EPA must be itemised and supported by a list of Apprentices, denoting the reason payment is required.
- 11.7 Payment for Resits & Retakes/partial resits/ retakes¹⁴ will be in accordance with the price agreed in the Firm Price Table. Invoices submitted must be itemised to show clearly whether a full Resit or Retake has taken place.
- 11.8 The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Training Provider's obligations nor as a waiver of its rights and remedies under this Contract.

12. TRAVEL & SUBSISTENCE

- 12.1 Travel and Subsistence costs are included in the firm price costs indicated in the Firm Price Table.
- 12.2 When the staff of the Training Provider are required to travel within the UK (including Northern Ireland) (there are no overseas requirements under this contract) for the purposes of delivery of apprenticeship EPA under the requirements of the Contract, all hotel accommodation, transport and supporting travel arrangements and health insurance will be the responsibility of the Training Provider, and the Contract Firm

¹⁴ A Resit is resitting the EPA in its entirety. A Retake is repeating specific elements of the EPA.

Prices shall therefore be fully inclusive of all such travel and subsistence costs incurred by the Training Provider's staff in connection with the delivery of EPA.

13. TAXATION AND OTHER PAYMENTS

- 13.1 The Authority shall have no additional liability or responsibility for payments to any of the Training Provider's creditors, employees, partners, sponsored tutors, in respect of any materials purchased, premises costs incurred, or services provided by the Training Provider in the delivery of the requirement at Schedule 1-SOR.

14. SAFEGUARDING APPRENTICES

- 14.1 The Training Provider shall comply fully with the Army Apprenticeship Programme Safeguarding and Prevent Strategy and shall co-operate with, and provide information to, the Personnel Policy Learning and Development Army Apprenticeship Programme Team as requested; to give assurance that adequate arrangements exist for Apprentice Health & Safety to enable the Authority and the ESFA to review Apprentice incidents, and to assist the ESFA with regard to its policy on Apprentice Health & Safety.
- 14.2 The Training Provider shall comply fully with the Army Safeguarding and Prevent Directive and all Authority and other statutory requirements for safeguarding Apprentices including child protection and protection of vulnerable adults.
- 14.3 The Training Provider is to remain vigilant of their staff displaying extremist political views and/or activities covered by the Counter-Terrorist and Security Act 2015 and, if applicable, inform the Authority immediately.
- 14.4 The Training Provider shall ensure that all staffs who have unsupervised direct contact with Apprentices have undergone enhanced Disclosure & Barring Service (DBS) checks and meet the requirements of the Government's Vetting & Barring Scheme, before carrying out their duties. The Training Provider must inform the Authority immediately of any Training Provider staff referred to DBS following a complaint.

15. QUALITY ASSURANCE

- 15.1 For the avoidance of doubt, the guidelines, standards and SOPs contained within the SOR, form part of this Contract.

16. TRAINING PROVIDER FINANCE ASSURANCE

- 16.1 The Training Provider shall provide the Personnel Policy Learning and Development Army Apprenticeship Programme Team with appropriate Apprentice records to satisfy the Funding Assurance Team (FAR), which has a statutory responsibility for the provision of audit services to the ESFA. The Training Provider shall provide the necessary records to the Personnel Policy Learning and Development Army Apprenticeship Programme Team no later than seven calendar days following receipt of a formal request.
- 16.2 The Training Provider shall be subject to regular Funding Assurance Review (FAR) audits and shall adhere to SOP 5 (FAR).

17. MONITORING AND COMPLIANCE

- 17.1 For the purposes of ensuring compliance with this Contract the Army Apprenticeship Management Board and Maxi-Boards shall be entitled to monitor the delivery of EPA. Any concerns over the Contract performance shall be dealt with in accordance with DEFCON 530 – Dispute Resolution (English Law) utilising Schedule 4 process within the Dispute Resolution Procedure.
- 17.2 The Authority may inspect, or arrange for the inspection of, the delivery of the EPA at any reasonable time during the period of the Contract.

18. PERFORMANCE

- 18.1 The Training Provider shall be expected to show flexibility to meet the demands of a continually-changing apprentice population, operational requirements and apprentice availability. The apprentice population is dependent upon the Army's recruitment of soldiers and thus apprentice numbers cannot be guaranteed.

- 18.2 Only persons with appropriate qualifications and competence for the tasks on which they are engaged shall be employed by the Training Provider under this Contract. The Training Provider shall ensure that persons employed on this Contract meet the DfE, ESFA requirements and those of the External Quality Assurance Organisation.
- 18.3 The Designated Officer reserves the right to reject individual employees, or potential employees, of the Training Provider on the grounds of security or national interest at any time prior to, or during the performance of this Contract.
- 18.4 It is an express requirement of the Authority that the EPAO engaged by the Training Provider must be listed on the ESFA's Register of End-Point Assessment Organisations (RoEPAO), and that they remain registered on the RoEPAO from the Contract Award date until the end of Contract. Should the ESFA remove the EPAO from the register for any reason, the Training Provider shall inform the Authority within one (1) working day of their removal. This will be considered a Fundamental Breach of Contract, and the Authority reserves the right to immediately re-let the Contract under such circumstances.
- 18.5 The Training Provider must adhere to extant and any future DfE or ESFA changes to rules and the Army Apprenticeship SOPs referenced within.
- 18.6 If the Authority (Authorised Representative) considers that any service provided by the Training Provider has not been delivered in accordance with the Contract, they shall (without prejudice to any other remedy available) require the Training Provider to undertake rectification action by performing the service again to the Authority's (Designated Officer's) satisfaction, at no additional cost to the Authority.

19. REPORTS & MEETINGS

- 19.1 The Training Provider shall make such Reports at such a frequency and in such a format as the Authority may reasonably require in order to confirm or otherwise monitor performance under the Contract. The submission by the Training Provider and receipt by the Authority of these reports shall not prejudice any rights of the Authority or the Training Provider under the Contract.

- 19.2 If the Designated Officer considers that the content of the report does not meet the requirements of the Army Apprenticeship Programme Management Board and/or Maxi-Board they shall meet with the Training Provider to discuss his concerns and reach agreement on any additional work that is necessary. The detailed procedure shall apply until such time as the Designated Officer is content with the information provided.
- 19.3 In addition to meetings covered by DEFCON 642, Progress Meetings, the Designated Officer and the Training Provider shall meet as and when required to discuss matters arising under the Contract as the Designated Officer may reasonably require to or otherwise monitor performance under the Contract.

20. REJECTION

- 20.1 The Authority may reject any output arising from the Training Provider's delivery of the services (including, but not exclusively, analysis, advice, conclusions, recommendations or deliverables) of the Contract, if, in the opinion of the Authority the Training Provider has failed to:
- 20.1.1 Comply with the requirements of the Contract and/or the ESFA rules in any material way; and/or
- 20.1.2 Provide services to the ESFA and IfATE standards and quality specified in the Contract. In such circumstances the Authority will issue a notice of rejection to the Training Provider within ten (10) working days of receipt of the output.
- 20.2 When under this condition the Authority rejects any output after delivery, the Training Provider shall at their own expense deliver, in the place of each and every rejected output, an output which conforms with the requirements of the Contract and shall do so within a reasonable period of time as the Authority may allow. The Authority will determine on a case-by-case basis as to what constitutes a "reasonable" period of time and shall notify this in writing to the Training Provider on each and every occasion.
- 20.3 If the Training Provider consider them self-aggrieved by a rejection under this Condition, they may give the Authority notice of the objection. To be effective such

notice shall be given within ten (10) working days from receipt of notification of rejection. The objection shall constitute a dispute between the parties which, if not otherwise resolved between the parties within a reasonable time, shall be dealt with in accordance with the provisions of the Contract relating to the settlement of disputes (Schedule 4).

- 20.4 In the event of a rejection notice being issued by the Authority (Designated Officer) in respect of the Training Provider's outputs under the Contract, the Authority may withhold part payment.

21. DISPUTE RESOLUTION PROCEDURE

- 21.1 The Parties agree to adopt the Dispute Resolution Procedure detailed at Schedule 4 for any dispute arising under this Contract.

22. ARMY APPRENTICESHIP BUSINESS SUPPORT CONTRACTOR'S E-PLATFORM (MOODLE)

- 22.1 The Army Apprenticeships Team shall provide a Knowledge Management System on an E-Platform (Moodle)". The Authority will grant the Training Provider access to this Knowledge Management System at no cost to the Training Provider.
- 22.2 The Training Provider and any employee of the Training Provider shall use this Knowledge Management System solely for the purpose of performing its obligation under this Contract.
- 22.3 The Knowledge Management System is accessed via the internet using a login and password that are issued to specific users by the Authority and are not transferable. Logins and Passwords for Individual authorised users will be issued by the Pers Pol L&D Army Apprenticeships Team. The Training Provider shall be responsible for providing IT equipment to enable its employees to access the Knowledge Management System.
- 22.4 Should any employee of the Training Provider who has been granted access to the E-Platform system leave the employment of the Training Provider or cease to be involved in the performance of the obligation under this Contract, the Training

Provider shall immediately inform the Pers Pol L&D Army Apprenticeships Team to enable the login and password to be terminated.

23. DATA MANAGEMENT

- 23.1 The Authority or the Authority's Service Provider, in conjunction with the Training Provider, shall be responsible for entering all the apprentice data onto the IfATE portal, to confirm the EPA result and claim the certificate for the candidate for EPA.

24. SECURITY

- 24.1 The Training Provider shall be required to ensure that any staff provisioned to deliver any part of the Services detailed in Schedule 1 – SOR - shall submit themselves to MOD security clearance procedures as required by the Designated Officer (a minimum of BPSS will be required).
- 24.2 The Training Provider shall comply with any reasonable security measures requested by the Authority and shall comply with extant security procedures prevalent in the establishments.
- 24.3 The Training Provider shall provide the Authority (Designated Officer) with:
- 24.3.1 Personal details of any of the Training Provider employees requiring access to the Authority site(s) (or any other Government establishment); the Authority reserves the right to refuse entry to any individuals, or to require that they be removed from an Authority site at any time without explanation;
- 24.3.2 No employee of the Training Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority's security officer, and the employee holds an appropriate level of personal security clearance.
- 24.4 The Training Provider shall additionally be responsible for:

- 24.4.1 Ensuring that no classified material held by the Training Provider in connection with this Contract is removed from the Establishment unless express prior permission has been given, in writing, by the Authority (Designated Officer). Similarly, no classified information stemming from lectures, discussions or other activities arising from this Contract is to be passed to any unauthorised person or anyone outside of the Contract or is to be used for any purpose outside of the Contract unless express prior permission has been given, in writing, by the Authority (Security Officer).
- 24.4.2 The Training Provider shall ensure that the highest standards of privacy and confidentiality are maintained by his employees in relation to documents which bear privacy markings, whether classified or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally. Unauthorised divulgence of Protected Material or information (including, for example, Reportable OFFICIAL and OFFICIAL- SENSITIVE) can damage the reputation of an individual, of the Training Provider, of the Authority or of the Establishment. The Training Provider shall be aware that the Authority attaches great importance to the protection of such information.
- 24.4.3 The Training Provider's employees working in or visiting the Establishment must display security passes issued by the Authority at all times when the employees are present on the Establishment site. Such passes shall remain the property of the Authority and shall be surrendered on demand.
- 24.5 The Authority shall be responsible for:
- 24.5.1 Issue of vehicle passes to those of the Training Provider 's employees who have been authorised to bring vehicles into the grounds of the Establishment;
- 24.5.2 Notification and briefing of security alert states as necessary;
- 24.5.3 The provision, maintenance and checking of approved security furniture.
- 24.6 The Training Provider's employees shall consent to the servants or officers of the Authority searching any vehicles, containers, equipment, work bags and other chattels (together "the chattels") owned by the Training Provider and/or their

employees whilst the chattels are on the Establishment and/or as a condition of their access to the Establishment. Routine checks may be carried out on any person within, entering or leaving the Establishment (and any other Government establishment), and such a person must be prepared to accept as a condition of entry the obligations to be stopped and searched and to have their vehicle(s) and chattels examined. The Authority reserves the right to deny access to, or expel from, the Establishment (and any other Government establishment) any persons who do not consent to their being searched.

- 24.7 The Training Provider shall accept (without prejudice to any other remedies which the Authority may have) full responsibility for any loss or delay in performance of the Contract caused directly or indirectly by the expulsion of or refusal to allow entry to an Training Provider employee and the like who does not consent to being searched.
- 24.8 In addition to the requirements of DEFCON 660 and other Conditions of the Contract, security requirements or other local procedures as laid down in Establishment Standing Orders/Instructions shall be stringently enforced by the Training Provider.
- 24.9 The Training Provider shall appoint one of his employees as the Training Provider's Security Officer who will be responsible, in consultation as necessary with the Authority (Designated Officer and the Garrison/Unit Security Officer) for the implementation of all security arrangements concerning the Training Provider 's employees together with the area(s) in which they are employed, their offices and equipment.
- 24.10 The Training Provider shall provide the Authority (Designated Officer and Garrison/Unit Security Officer) with:
- 24.10.1 Full personal details of all of the Training Provider's employees and visitors sponsored by the Training Provider, and will not be permitted to introduce any such employees or visitors to the Establishment (or any other Government establishment) until they have been given prior security clearance by the Authority; the Authority reserves the right to refuse entry to any individuals, or to require that they be removed at any time without explanation;

24.10.2 With the assistance of the Authority (Garrison/Unit Security Officer) as appropriate, details of all of the Training Provider's employees requiring access to classified information and materials for their work at the Establishment; no employee of the Training Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority (Garrison/Unit Security Officer).

24.11 The Training Provider shall additionally be responsible for:

24.11.1 Making arrangements for his new employees to be briefed on their security responsibilities at the Establishment; they will also arrange for continuation security training of his employees as required by the Authority (Garrison/Unit Security Officer);

24.11.2 All classified documents, and other material held, including the library department(s);

24.11.3 The proper disposal or destruction of classified material held by him;

24.11.4 Where a post has been identified as a DBS check is required the Training Provider shall ensure that all personnel are DBS checked and cleared prior to commencement of work on the contract;

24.11.5 DBS Certificates are to be made available to the Authority on request.

24.12 It shall be the responsibility of the Training Provider to ensure that physical security measures are undertaken by the Training Provider's employees, at the conclusion of their activities.

25. CYBER SECURITY

25.1 Further to DEFCON 658, the Cyber Risk Level of the Contract is assessed as VERY LOW, as defined in Def Stan 05-138. Reference: RAR 2C6R9RBP.

26. DATA PROTECTION

- 26.1 The Training Provider must not disclose, or allow access to, any Personal Data provided by the Authority, or acquired by the Training Provider during the course of executing its obligations under the Contract, other than to any employee of the Training Provider or to a sub-contractor, save where the information is necessary to enable the Training Provider to fully perform his obligations under this Contract.
- 26.2 Any disclosure or access to Personal Data allowed as specified in condition 26.1 above must be made in confidence and must extend only so far as it is necessary for the purposes of the Contract.
- 26.3 The Training Provider shall ensure that any Personal Data is protected in accordance with DEFCONs 531 and 532B. Schedule 3 (Ts&Cs), Annex C (DEFFORM 532) defines the Personal Data concerned, the source of the data and the processes to be applied to it and the intended disposal of the Personal Data after processing. Personal Data held on any portable device shall be encrypted in accordance with Defence policy (the current Defence policy will be made available via the Army Apprenticeship Team's E-Platform Site).
- 26.4 The Training Provider shall report at the earliest opportunity all security breaches and actual or suspected losses of data to the Pers Pol L&D Security Officer. Such losses shall be subject to formal investigation by the relevant MOD organisation, Ministry of Defence Police (MDP), Royal Military Police (RMP) or Military Intelligence (MI) section, depending on the location and the circumstances.
- 26.5 The Authority will enable the Training Provider to purchase specialist IT consumables, i.e. colour coded and/or encrypted Removable Media, from authorised MOD suppliers if requested to do so.
- 26.6 The Training Provider shall ensure that all employees who handle any Personal Apprentice Data shall complete the Authority's mandatory data protection training, which the Authority shall make available to the Training Provider. The Training Provider shall ensure that all employees complete this training and the associated assessment on an annual basis. The Training Provider shall maintain a register of all

employees successfully completing the assessment and this register shall be made available to the Authority on demand for inspection.

27. CONFIDENTIALITY OF INFORMATION

27.1 Any and all information together with any documentation, specification or computer software and the like which contains information and which is provided by the Authority to the Training Provider for the purposes of the Contract (together “the information”) shall be treated as received “in confidence” and used only for the purposes of the Contract.

27.2 The Training Provider agrees that they shall not:

27.2.1 Copy the information in any manner;

27.2.2 Remove the information from the Establishment in any material form;

27.2.3 Disclose the information, or any part of it, to a third party or use the information for any purpose other than for the purpose of performing work for the Authority pursuant to the Contract without the express permission of either the Authority (Commercial Team) or, if appropriate, the IPR owner.

27.3 The restrictions and obligations set out at Clause 27.2 of this Condition shall not apply to any of the information which the Training Provider can show to the satisfaction of the Authority (Commercial Team):

27.3.1 Was already known to the Training Provider prior to his examination of it at the Establishment and otherwise than by communication from the Authority;

27.3.2 Is rightfully received by the Training Provider from a third party without any obligations or confidence; or

27.3.3 Has been generated independently by the Training Provider prior to its being made available by the Authority pursuant to the Contract.

- 27.4 The restrictions and obligations at Clause 27.2 of this Condition shall cease to apply to any of the information which is the subject of this Condition and which, subsequent to its being made available by the Authority for examination by the Training Provider comes into the public domain otherwise than through a breach of this Condition or any other contract.
- 27.5 Nothing in this Condition or any other Condition of the Contract shall be interpreted as constituting or implying a transfer, assignment or licence of rights in any of the information made available by the Authority.
- 27.6 The Training Provider shall at all times hereafter indemnify, and keep indemnified, the Authority in respect of any claim against the End Point Assessment or the Authority arising out of the failure to discharge fully his responsibilities under this Condition.
- 27.7 Information deriving from, or relating to the Contract, and the services provided under the Contract, the Establishment or the Ministry of Defence as a whole may not be communicated to a third party without the prior specific permission to do so, in writing, from the Authority (Designated Officer).
- 27.8 The provisions of this Condition shall survive indefinitely notwithstanding the termination of the Contract.

28. PROFESSIONAL INDEMNITY AND MEDICAL INSURANCE COVER

- 28.1 The Training Provider will be required to maintain adequate insurance and professional indemnity cover for all of his activities in the performance of the Contract and any liabilities arising there from.
- 28.2 The Authority reserves the right, acting reasonably, to require the Training Provider to provide evidence of the method used to effect such cover, at any time during the period of the Contract. Any such request shall not in any way constitute the Authority's approval or acceptance of either the chosen method or the extent of the cover afforded. The Training Provider will be required to ensure that their personnel travelling overseas have appropriate medical insurance.

29. INSURANCE

- 29.1 Without prejudice to the requirements of DEFCON 76, the Training Provider shall take out and maintain insurance against his liabilities under the Contract; and when required to do so by the Authority, shall produce for inspection by the Authority documentary evidence that the insurance required by this Condition has been taken out and is being maintained. This obligation is without prejudice to, and does not limit, the obligations of the Training Provider under the Contract. In particular, inspection of documents in accordance with this Condition shall not be taken as acceptance by the Authority that the insurance which the Training Provider holds is suitable for or sufficient to meet all his liabilities under the Contract.

30. INDEMNITY

- 30.1 Without prejudice to the provisions of DEFCON 76 (Contractor's Personnel at Government Establishments), the Training Provider shall be responsible for and keep the Authority fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liability made against or suffered or incurred by the Authority in respect of personal injury, illness or disease (including personal injury, illness or disease resulting in death) arising directly or indirectly out of the performance of or in connection with the Contract, provided that this indemnity shall not apply to the extent that the Training Provider is able to show that such injury, illness or disease was caused or contributed to by the wilful default or negligence of the Authority or any Government servant.
- 30.2 The Authority shall be at liberty, subject to the agreement of the Training Provider and the Training Provider's Insurers to settle any claim against the Authority or any servant of the Crown coming within the scope of the indemnities given by the Training Provider in this Condition, by payment as a matter of grace of a sum to be agreed with the Training Provider and the Training Provider's Insurers by way of compensation, and the said indemnities shall cover any payment so made.
- 30.3 The indemnities contained in this Condition shall extend to all claims which are not legally enforceable against the Crown or the Authority but would be so enforceable if the Crown were a private person or if the Authority or the servant or agent were not a representative of or in the employment of the Crown and to all sums properly

payable by the Crown to or in respect of any servant of the Crown in connection with any injury or loss arising in connection with the Contract, being sums which are payable under any statute, warrant, order, scheme, regulation or condition of service, for the benefit of the servant or his family or dependants, whether or not these are enforceable against the Crown.

31. CONFIDENTIALITY

- 31.1 Neither party shall without the written consent of the other (save as required by this agreement) disclose any of the contents of this Contract to any Third Party save:
- 31.2 (in the case of both parties) for any necessary disclosure to professional advisers of that party;
- 31.3 (in the case of the Authority) to the ESFA or other organisation required to monitor its performance, including but not limited to, Awarding Bodies and Ofsted.
- 31.4 (in the case of both parties) when required to do so by a Statutory Body.
- 31.5 This Contract shall be subject to inspection and audit by the ESFA, Ofsted and other Government Agencies. The Training Provider shall be identified in any reports subsequently published in the public domain.

32. TRANSITION PLAN

- 32.1 The Training Provider will develop and provide a transition plan for completing assessments prior to contract end and for the handing over of Apprentices who have not completed their End-Point Assessments in full at the end of the contract.

33. EXIT MANAGEMENT

- 33.1 In the event that either party triggers Exit, the parties shall follow the Exit Plan as detailed in Annex D – Exit Plan.

NOT USED

Transition Activity Checklist

Personal Data Particulars

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by: <i>The Apprentices undertaking the trial and EPA.</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at: <i>Military premises or the Training Provider's offices as agreed between the Parties.</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>The Apprentices undergoing the trial and EPA.</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>Category A – Name, DOB, Service Number. Category B – National Insurance Number, Prior Academic Achievement, Progress Reviews Unique Apprentice Number, Enlistment Date, Capbadge, Unit. Category C – Gender, Ethnicity, SpLD Details.</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p><i>Not Applicable.</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p>

	<i>Delivery of the NCO Academy trial End-Point Assessment to Apprentices.</i>
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: <i>See Clause 23 Data Management and Clause 26 of Schedule 3.</i>
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>See Schedule 1 – Statement of Requirements and the Clauses above.</i>
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>In accordance with Clause 26 Data Protection</i>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>Not Applicable</i>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

EXIT PLAN

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

“Emergency Exit” any termination of this Agreement which is
a:

(a) termination of the whole or part of this Agreement in accordance with Clause 8 (Termination), except where the period of notice given under that Clause is greater than or equal to 6 months;

(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 8 (Termination); or

(c) wrongful termination or repudiation of this Agreement by either Party;

“Ordinary Exit” any termination of the whole or part of this Agreement which occurs:

pursuant to Clause 8 (Termination) where the period of notice given by the

Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or

as a result of the expiry of the Initial Term or any Extension Period;

2. EXIT PLAN

2.1 The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:

(a) sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on Partial Termination, expiry or termination of this Agreement;

(b) complies with the requirements set out in Paragraph 2.2;

(c) is otherwise reasonably satisfactory to the Authority.

2.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure (Schedule 4).

2.3 The Exit Plan shall set out, as a minimum:

(a) how the Exit Information is obtained;

(b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable

assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;

(c) a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;

(d) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

(e) the management structure to be employed during the Termination Assistance Period;

(f) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

(g) how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

(h) the scope of the Termination Services that may be required for the benefit of the Authority;

(i) a timetable and critical issues for providing the Termination Services;

(j) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;

(k) how the Termination Services would be provided (if required) during the Termination Assistance Period;

(l) procedures to deal with requests made by the Authority and/or a

Replacement Supplier for Staffing Information pursuant to Schedule 5 (TUPE); and

(m) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

2.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

2.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Clause in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

2.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

2.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the

Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

Appendix - Addresses and Other Information**1. Commercial Officer**

Name: Army Comrcl-Procure AHQ T3-C2

Address: IDL 437, Zone 8, 2nd Floor, Ramillies
Bldg., Army HQ, Marlborough Lines,
Monxton Road, Andover, SP11 8HJ

Email: redacted – personal information

Skype: redacted – personal information

Mobile: redacted – personal information

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC
equivalent) should be sent to DBS
Finance ADMT – Assets in Industry 1,
Level 4 Piccadilly Gate, Store
Street, Manchester, M1 2WD

☐ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-
AMET Policy, Level 4 Piccadilly Gate,
Store Street, Manchester, M1 2WD

☐ 44 (0) 161 233 5394

2. Project Manager, Equipment Support

Manager or PT Leader (from whom
technical information is available)

Name: redacted – personal information

Address: Learning and Development, IDL 27, Floor
1, Zone 4, Blenheim Bldg., Army HQ,
Marlborough Lines, Andover, SP11 8HJ

Email: redacted – personal information

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

Not Applicable

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

☐

10. Transport. The appropriate Ministry of
Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood,
Cedar 3c, Mail Point 3351, BRISTOL
BS34 8JH

Air Freight Centre

IMPORTS ☐ 030 679 81113 / 81114 Fax 0117
913 8943

EXPORTS ☐ 030 679 81113 / 81114 Fax 0117
913 8943

Surface Freight Centre

IMPORTS ☐ 030 679 81129 / 81133 / 81138

Fax 0117 913 8946

EXPORTS ☐ 030 679 81129 / 81133 / 81138

Fax 0117 913 8946

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

4. (a) Supply / Support Management Branch or

Order Manager:

Branch/Name: N/A

☐

(b) U.I.N.

5. Drawings/Specifications are available from

Not Applicable

11. The Invoice Paying Authority

Ministry of Defence ☐ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. Intentionally blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
2. If the required forms or documentation are not available on the MOD Internet Site, requests should be submitted through the Commercial Officer named in Section 1.



MINISTRY OF DEFENCE

CONTRACT NUMBER:

704647450

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE
BRITISH ARMY**

SCHEDULE 4

DISPUTE RESOLUTION PROCEDURE

1. PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP

- 1.1 If a disagreement arises whether before or after termination of the Contract and it cannot be resolved at the operational level, then the matter must first be referred to the Personnel Policy Branch Dispute Resolution Group (Pers Pol DRG). The Pers Pol DRG must meet in accordance with Annex A to this Schedule.
- 1.2 If the disagreement is resolved by the Pers Pol DRG, the resolution of the disagreement must be recorded in writing in an appropriate legally binding form and such form must bear the signature of two Authority Representatives and two EPAO Representatives, and such resolution shall be final and binding on the Parties.
- 1.3 If discussions in the Pers Pol DRG result in or, if implemented would result in a proposed change to the Contract or commitment to additional expenditure or any other matter affecting the Contract the proposed change must be submitted to the EPAO and the Authority for approval.
- 1.4 Any recommendations made by the Pers Pol DRG and approved in the manner identified in Clause 1.3 must be complied with by the Parties.
- 1.5 If the Pers Pol DRG is unable to resolve the disagreement the matter shall be deemed to be a dispute and shall be dealt with in accordance with the Adjudication Procedure at Clause 2 of this Schedule.

2. REFERRAL TO ADJUDICATION

- 2.1 If the Pers Pol DRG is unable to resolve the Dispute then either Party may refer the matter to adjudication in accordance with the provisions set out below.
- 2.2 The Adjudicator nominated to consider a Dispute referred to him shall be selected on a strictly rotational basis from the relevant panel of experts appointed in accordance with Clause 3 below.

3. SELECTION OF THE ADJUDICATION PANEL

- 3.1 There shall be a panel of experts whom shall be wholly independent of the EPAO, the Authority, any End Point Assessors and any of the major competitors of the EPAO. The panel shall be agreed to by the Parties within one month of the Contract signature.
- 3.2 If any member of the panel resigns during the Contract, a replacement expert shall be appointed jointly by the EPAO and the Authority as soon as practicable.
- 3.3 If the Authority and the EPAO are unable to agree on the identity of the experts to be appointed to the panel, the President of the Chartered Institute of Arbitrators shall appoint such expert(s) within thirty (30) days of any application for such appointment by either Party.
- 3.4 If the Adjudicator is either unwilling or unable to accept such appointment then the next Adjudicator on the Panel will be appointed. The process will be repeated until an Adjudicator is found who accepts the appointment. If none of the Adjudicators on the relevant Panel accepts the appointment, then unless the Parties are able to agree upon the appointment of another Adjudicator the Chairman of the Chartered Institute of Arbitrators will be requested to make an appointment within five (5) days of receiving a request to do so.

4. ADJUDICATION PROCEDURE

- 4.1 Within seven (7) days of appointment in relation to a particular dispute, the Adjudicator shall require the Parties to submit in writing their respective arguments. The Adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.
- 4.2 In any event, the Adjudicator shall provide to both Parties his written decision on the dispute, within twenty-eight (28) days of appointment (or such other period as the Parties may agree after the reference, or forty two (42) days from the date of reference if the Party which referred the dispute agrees). Unless requested by either Party the Adjudicator shall not state any reasons for his decision. Unless and until revised, cancelled or varied by the Arbitrator, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.

- 4.3 The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the Parties. Each Party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.
- 4.4 The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.
- 4.5 The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.
- 4.6 All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.
- 4.7 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
- 4.8 If:
- 4.8.1 either Party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision and the Dispute has a value in excess of £200K;
- or
- 4.8.2 both Parties disagree unequivocally with the Adjudicator's decision, then either Party may (within sixty (60) days of receipt of the Adjudicator's decision, where appropriate) notify the other Party of its intention to refer

the dispute to arbitration. Such notification shall invite the other Party to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing (the Arbitrator). If the Parties are unable within fourteen (14) days to agree the identity of the Arbitrator either Party may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.

4.9 The Arbitrator's decision shall be final and binding on the Parties, subject to 4.10 below.

4.10 If the Arbitrator's decision results in or, if implemented would result in, a proposed change to the Contract or commitment to additional or reduced expenditure or any other matter affecting the Contract the proposed change must be submitted to the EPAO and the Authority for approval.

5. CONTINUING WITH CONTRACT OBLIGATIONS

5.1 Unless the Contract has already been terminated, the EPAO shall, notwithstanding the existence of any disagreement (whether or not it is deemed to be a Dispute), in every case continue to proceed with the Services and meeting the Contract obligations, including the requirements of Schedule 1 (SOR) (except insofar as both Parties agree that it would not be in the best interests of the Contract as a whole for the EPAO so to continue) with all due diligence, and the Parties must continue to comply with all their obligations under the Contract, regardless of the nature of the disagreement or Dispute and notwithstanding the referral of the disagreement or Dispute for resolution according to the procedures permitted under this Schedule 4.

5.2 The continued performance by each Party of its obligations as aforesaid shall not constitute nor be relied upon by the other Party as a waiver of any alleged rights or operate as acquiescence or estoppel in relation to or otherwise prejudice or diminish such rights to the extent that they are the subject of the disagreement or Dispute.

STANDARD OPERATING PROCEDURES OF
THE PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP

1. FUNCTION

- 1.1 The Personnel Policy Branch Dispute Resolution Group (Pers Pol DRG) is a forum for the resolution of Disputes arising between the Authority and the EPAO in accordance with the provisions of Schedule 4 (Dispute Resolution Procedures). It has no powers in relation to this Contract or any of the Contract documents save as provided below.

2. PROCEDURES

- 2.1 Either Party is entitled by written notice to require the Pers Pol DRG to meet within five (5) Working Days of receipt of the notice with a view to resolving the disagreement.
- 2.2 The EPAO and the Authority agree that:
- 2.2.1 a quorum of the Pers Pol DRG consists of two of the Authority's Representatives (one of whom must be the Authority's Commercial Manager and one to be either the DO or SO) and two of the EPAO's Representatives (one of whom must be the EPAO's Commercial Manager). All of the Authority's Representatives and the EPAO's Representatives are authorised to attend any such meeting;
- 2.2.2 if a quorum will not be present at a particular meeting of the Pers Pol DRG must be reconvened within five (5) Working Days after the date of the inquorate meeting. The Authority and the EPAO must each use reasonable endeavours to ensure that all meetings are quorate;

- 2.2.3 the Chairman of the Pers Pol DRG will always be an Authority Representative;
 - 2.2.4 an agenda of items to be discussed by the Pers Pol DRG must be notified to the Authority's and EPAO's Representatives at the time the meeting is called by the Party that called the meeting;
 - 2.2.5 representatives of third parties may attend the Pers Pol DRG meeting or any part thereof with the consent of any of the Authority's Representatives and the EPAO's Representatives such consent not to be unreasonably withheld or delayed;
 - 2.2.6 for the purposes of taking minutes of the meetings the EPAO's Representatives shall be entitled to be accompanied by a secretarial assistant;
 - 2.2.7 all meetings of the Pers Pol DRG shall be held at Andover unless the Parties agree otherwise.
- 2.3 If it is not possible for the Pers Pol DRG to resolve the disagreement at the initial meeting either Party is entitled by written notice to require the Pers Pol DRG to meet again within ten (10) Working Days of receipt of the original notice.
 - 2.4 During the period of such notice, the representatives of the EPAO and the Authority must seek, from the Party by which they are appointed, the power and authority to resolve the disagreement.
 - 2.5 The EPAO shall ensure that minutes of each Pers Pol DRG meeting are prepared and circulated to all attendees within one week of the date of the relevant meeting.
 - 2.6 Two copies of each set of minutes are to be signed by one of the Authority's Representatives and one of the EPAO's Representatives to acknowledge that the minutes are a true reflection of the business conducted at that meeting and one copy of the minutes will be retained by each of the Authority and the EPAO.

- 2.7 For the avoidance of doubt, the presence of such signatories on any such minutes will not render such minutes "an appropriate legally binding form", for the purposes of Clause 1.2 of this Schedule and will not bind the Authority or the EPAO.



MINISTRY OF DEFENCE

**CONTRACT NUMBER:
704647450**

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE
BRITISH ARMY**

SCHEDULE 5

CYBER IMPLEMENTATION PLAN – NOT REQUIRED



MINISTRY OF DEFENCE

**CONTRACT NUMBER:
704647450**

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE
BRITISH ARMY**

SCHEDULE 6

STATEMENT OF REQUIREMENTS COMPLIANCE

Redacted – commercially sensitive information



Ministry of Defence

**CONTRACT NUMBER:
704647450**

THE PROVISION OF A MENTORING APPRENTICESHIP TO THE BRITISH ARMY

SCHEDULE 7

TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 7, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

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

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

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

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

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

1. **"Transferring Employee"** means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

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

2. **EMPLOYMENT**

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

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

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 7 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

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

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 7 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 7 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 7 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
 - (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the

Services under this Contract or the working time spent on the Services (or any part thereof); or

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

3. save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 7.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 7 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Transferring Employees**

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

2.3 **Unexpected Transferring Employees**

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

receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

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

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

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

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

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

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

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

4. save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and

liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

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

2.5 Contracts (Rights of Third Parties) Act 1999

Pursuant to the terms of DEFCON 537, a New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

General

- 2.5.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 7 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

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

1. Pursuant to paragraph 2.1.1(b) of this Schedule 7, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general

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

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

3. Pursuant to paragraph 2.1.2 of this Schedule 7, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

3.1 Personal, Employment and Career

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

3.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

3.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

3.4 Disciplinary

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

3.5 Further information

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

Part B

3.6 Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;

- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

3.7 Information to be provided within 14 days following a Transfer Date:

3.7.1 Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;



Ministry of Defence

**CONTRACT NUMBER:
704647450**

**THE PROVISION OF A MENTORING APPRENTICESHIP TO THE
BRITISH ARMY**

SCHEDULE 8

LIMITATION OF CONTRACTORS LIABILITY

Special conditions that apply to this Contract

1. LIMITATIONS ON LIABILITY

Unlimited liabilities

- 1.1 Neither Party limits its liability for:
- 1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 1.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 1.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 1.1.4 any liability to the extent it cannot be limited or excluded by law.
- 1.2 The financial caps on the Contractor's liability set out in Clause 1.4 below shall not apply to the following:
- 1.2.1 for any indemnity given by the Contractor to the Authority under this Contract;
 - 1.2.2 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 34 (Third Party IP – Rights and Restrictions);
 - 1.2.3 breach by the Contractor of DEFCON 532A and Data Protection Legislation
- 1.3 The financial caps on the Authority's liability set out in Clause 1.5 below shall not apply to the following:
- 1.3.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to [DEFCONs 514A and condition 42]; and
 - 1.3.2 the indemnity given by the Authority in relation to TUPE under Schedule 7 (TU(PE)) shall be unlimited

Financial limits

- 1.4 Subject to Clauses 1.1 and 1.2 and to the maximum extent permitted by Law:
- 1.4.1 throughout the Contract, the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - (i) in respect of DEFCON 76 (SC2) £5,000,000.00 in aggregate;
 - (ii) in respect of condition 43b £5,000,000.00 in aggregate;
 - (iii) in respect of DEFCON 611 (SC2) £5,000,000.00 in aggregate;
 - (iv) and in respect of condition 28d £5,000,000.00 in aggregate;
 - 1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.1, 1.2, and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £5,000,000.00 in aggregate.
 - 1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the

Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

- 1.5 Subject to Clauses 1.1 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- 1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- 1.7 Subject to Clauses 1.1, 1.2 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 1.7.1 indirect loss or damage;
- 1.7.2 special loss or damage;
- 1.7.3 consequential loss or damage;
- 1.7.4 loss of profits (whether direct or indirect);
- 1.7.5 loss of turnover (whether direct or indirect);
- 1.7.6 loss of business opportunities (whether direct or indirect); or
- 1.7.7 damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

- 1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

- (i) to any third party;
- (ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
- (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3 the additional cost of procuring and maintaining in place transitional assistance and);

1.8.4 any losses replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the

- relevant Contractor Deliverables arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- 1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 and 611 (if included in Schedule 3 (Ts & Cs);
 - 1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
 - 1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
 - 1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
 - 1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

- 1.9 If any limitation or provision contained or expressly referred to in this Contract is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Contract.

Third party claims or losses

- 1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract, the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - 1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
 - 1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

- 1.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the

Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.