

OFFICIAL



**Ministry
of Defence**

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Partner 3-1

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14 Davy Avenue

Milton Keynes

MK5 8PL

Your Reference:

Our Reference:

705136450

Date: 3rd December
2022

Dear Sir or Madam,

**Offer Of Contract 705136450 for the Provision of Transcription and Translation
Services for DAIB**

1. The Authority Offers the above contract to you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services

(DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.

5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.

6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for Transcription and Translation Services prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

A solid black rectangular box used to redact a signature.

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Schedule 1 - STATEMENT OF REQUIREMENT

FOR TRANSCRIPTION SERVICES IN SUPPORT OF DEFENCE SAFETY AUTHORITY SERVICE INQUIRIES AND OTHER FUNCTIONS

Background

1. The Director General (DG) of the Defence Safety Authority (DSA) is the convening authority for safety related Service Inquiries (SI), which are statutory investigations under the Armed Forces (Service Inquiry) Regulations 2008. During DSA convened SIs, a Panel, typically comprising three members, will conduct interviews with witnesses to accidents or with others who might have information related to accidents. These interviews will usually be recorded on a digital electronic recording device.
2. Once recorded, if the SI Panel considers that there is evidence in the witness testimony that is relevant to the SI, then they will require a transcription of the audio recording(s) into a written copy, which can then be printed and signed by the witness and the SI President and certified as a true copy of the recording. These certified true copies then become part of the SI Panel's pack of evidence which supports the production of the Panel's report.
3. The Panel or other DSA Investigations may acquire, as evidence, technical documentation relating to systems and processes and, particularly in the case of aircraft, the documents may be in languages other than English; typically, French, German or Spanish but occasionally other languages. The DSA will require translations of all or parts of these documents.
4. The Panel not only reports on what happened and how it happened, it also makes recommendations to prevent recurrence. As such, there is usually pressure to get the report completed in a timely manner, without compromising its quality.
5. Finally, on rare occasions, the DSA may require transcription of administrative interviews relating to staff misconduct or related matters.

Requirement

6. Languages.

- a. **SI Panel witness and administrative interviews.** DSA SI Panels and/or Administrative hearings will only conduct interviews in English. If the witness does not speak English then the interview will be conducted by an MOD arranged interpreter. Thus, all audio files to be transcribed will be in English, although they are likely to include regional accents, which will need to be capable of being transcribed by the supplier.
- b. **Documentation.** SI Panels and other DSA investigations may require documentation to be translated from other languages, likely to be either French or German but, in rare cases, other languages such as Spanish etc.

7. File formats.

- a. **Audio files.** The audio files will be supplied by DSA in .mp3, .wav or .wma format. Should newer interview recording devices use different formats

then the MOD would expect the supplier to be able to accept these newer formats if they were compliant with industry standards.

b. **Documentation.** Documents in foreign languages for translation into English will usually be provided in the .pdf format, although, if they are scanned or photographed, they may be provided in any of the commonly used imagery formats such as .jpeg, .jpg, bmp, .tif and .gif.

c. **Transcribed files.** The Supplier shall provide the MOD user with transcribed or translated files as follows:

(1) In Microsoft Word (.docx; MS Office 365 or later) format based on the document being printed on A4 paper in the portrait format, with a minimum of a 2cm margin at the top, bottom, left and right edges.

(2) With a Header and Footer with the text: "OFFICIAL SENSITIVE – PERSONAL" and the pages numbered sequentially, starting at 1.

(3) With a box on each complete transcript for the transcriber/translator (individual or company) to confirm that the transcription or translation is accurate.

(4) Each file must use the same file name as the audio file from which it was taken.

(5) The transcriber must type what is heard and not change any abbreviations or acronyms. The MOD shall provide a list of regularly used abbreviations and acronyms to assist the transcriber with identifying what was spoken. The list is not to be used to write the abbreviation or acronym in full.

8. Transfer of files – electronic. The preferred and standard method of transferring files is to be electronic. Audio files received from SI Panels will be uploaded onto the MOD's standard enterprise IT system (currently MODNET).

a. The Supplier shall provide a MOD approved means for the MOD to upload audio files directly to the Supplier's IT system using a web browser interface via the Internet, using a secure (https) connection, which requires a password protected log-in to access it.

b. Once logged into the Supplier's IT system, the MOD user shall be able to select the file to upload from the MOD's standard enterprise IT system using a "browse and select" function.

c. It should be possible for the MOD User to upload multiple files during a single log-in session.

d. The supplier shall be able to accept single files at least 50 megabytes (MB) in size and, preferably, single files of up to 250 MB.

e. Once selected, the file shall be uploaded via a secure (https) link without further action by the MOD user.

- f. The MOD will supply a “Transcription Request Form” detailing each audio file. A blank example is attached. Alternatively, the MOD would accept the ability to input the same information into a template provided by the supplier.
- g. The MOD user shall be provided with confirmation, preferably by email acknowledgement, that the selected files have been successfully uploaded.
- h. Once transcriptions are complete, the Supplier shall inform, by email, the MOD User who uploaded the audio files and the designated other MOD Team members that the transcribed files are ready to be downloaded.
- i. The MOD User shall then be able to transfer the transcribed files back to the MOD’s enterprise IT system by securely logging into the Supplier’s IT system, selecting the relevant transcribed files and then downloading it using the “save as” function.

9. **Transfer of files – physical.** In exceptional circumstances, such as MOD or supplier IT failure, there may be a requirement to transfer files, in the formats described above, using mail and/or courier systems.

- a. **From MOD to Supplier.** The MOD will supply files either via an encrypted removable media, typically a USB stick or an encrypted CD or DVD, with passwords being sent separately. Any transfer will be via Royal Mail Recorded Delivery or an equivalent courier with a tracking system and signature required for receipt. The MOD will provide the technical means for the supplier to encrypt the transcribed/translated documents onto the removable media for their return, if return via the Internet as described above is not possible.
- b. **From Supplier to MOD.** Physical transfer back to the MOD must be on MOD supplied removable media (USB or CD or DVD, which will be supplied, in advance, as Government Furnished Equipment (GFE). Transfer must be via Royal Mail Recorded Delivery or an equivalent courier with a tracking system and signature required for receipt and must be encrypted. The supplier’s costs for physical transfer via Royal Mail or an equivalent courier are to be agreed by the MOD in advance.
- c. File formats that require conversion to a suitable format before transcribing will not incur an extra charge.

10. **Security.** Witness statements may contain both operationally sensitive information on UK military activities and/or capabilities and sensitive personal data, as defined in the Data Protection Act 1998. Documentation submitted for translation may contain commercially sensitive information. The Supplier must therefore meet MOD security requirements and be compliant with the principles in the [Security Policy Framework](#). Specific security requirements are detailed below:

- a. The MOD requires the Supplier to be able to receive, store, process and supply back to the MOD information, in all accepted file formats, classified as OFFICIAL – SENSITIVE PERSONAL. When commercially sensitive information is supplied in an audio file or document, this will be made clear in the title of the audio file or document and the transcribed/translated file shall then include a header and footer marked OFFICIAL – SENSITIVE COMMERCIAL.

- b. The MOD requires all personnel employed by the Supplier in the handling, storing and processing of the audio files, finished transcriptions and any intermediate documents to have passed a minimum of the Baseline Personnel Security Standard (BPSS) and to be based in the UK when carrying out transcription or translation of MOD files. This includes staff transcribing the documents from audio to written format and any IT administrators or other staff with relevant access to the Supplier's IT systems.
- c. The MOD requires that all electronic files be held on IT systems physically located in the UK. No data may be stored or processed outside of the UK.
- d. The Supplier may not use examples of work done for the MOD under this contract to advertise its capability or customer base.
- e. The MOD requires that all transcriptions and translations are done exclusively by people and not software.

11. **Accreditation.** For every industry owned Information and Communications Technology (ICT) system that stores, processes or generates MOD data or MOD Identifiable Information (MODII) the MOD requires suppliers to review all their ICT systems and register them onto the Defence Assurance Risk Tool (DART) to request ICT security accreditation ([ISN 2017/01](#)). This registration must be completed prior to contract start date to ensure all accreditation activities are identified and plans are in place to ensure an appropriate, proportionate approach is used to accredit/ assure the ICT system. Accreditation confirms that the supplier's ICT systems embody appropriate security to allow MOD information to be stored and processed with an acceptable level of risk. Further information and the Cyber Defence and Risk (CyDR) offline forms for the accreditation process can be found on the [gov.uk website](#).

12. **File retention and destruction.** The Supplier shall retain MOD supplied data (audio files, scanned or hard copies of documents etc) for a period of one (1) calendar month from receipt in order to allow the MOD to request clarification or corrections to supplied transcripts or translation. After a calendar month from receipt, electronic files are to be deleted and hard copies to be destroyed by shredding within five (5) working days. The MOD reserves the right to seek confirmation of file deletion/destruction as part of its quality assurance and security processes.

13. **Timeliness.** In order to prevent a possible reoccurrence of the accident being investigated, SIs are usually under time pressure to produce their report and recommendations. Thus, there is usually a time imperative to transcribing the audio recording of a witness statement into an electronic document or translating a document into English. The MOD requires, as a minimum, the following categories of turn-round time from successful uploading of an audio file to the Supplier's IT system to the MOD user being notified that the transcribed file is ready to be downloaded:

- a. **Routine.** Five (5) working days (excluding weekends and Public Holidays).
- b. **Priority.** One (1) working day (excluding weekends and Public Holidays).

14. **Volume of work.** As the volume of accidents leading to SIs is unpredictable, it is impossible to predict the likely volume of work to be transcribed or translated with any accuracy. As such the MOD offers no minimum volume or value of work under

this contract. However, in order to ensure the ability to cope with a series of SIs simultaneously, the MOD requires the supplier to be able to transcribe the minimum volume of work for each of the timeliness categories above:

- a. **Routine** – a minimum capacity of 400 hours of audio in any 12 month period and the ability to transcribe up to 20 hours of audio in any 5 working day period.
- b. **Priority** - a minimum capacity of 25 hours of audio in any 12 month period and the ability to transcribe up to 5 hours of audio in any 1 working day period.

15. **Other MOD users.** On occasion, this Contract may be used by other parts of the MOD who have an infrequent or ad hoc requirement for a transcription or translation. In this event, the DAIB will put the other MOD users in touch with the supplier to arrange access to the supplier's IT systems and to arrange payment for work done.

16. **Balance of transcription and translation.** The overwhelming majority (~99%) of the DSA's requirement will be for transcription, with only around 1% of the work likely to involve translation.

17. **Quality assurance.** The MOD requires transcribed statements to be accurate records of the audio recordings of the witness interviews but accepts that variations in the quality of recording, the use of military phrases and abbreviations which may be unfamiliar to transcribers and regional accents may make it difficult for transcribers to understand precisely what is being said. The supplier is required to review recording quality issues raised by a linguist or transcriber internally before raising the issue with the MOD points of contact ahead of completing the transcription. In addition, the MOD requires that documents submitted in foreign languages are accurately translated into English. The MOD therefore requires the Supplier to provide its own Quality Assurance Process that establishes that the audio files have been transcribed to the highest standard that is reasonable and that documents in foreign languages have been accurately translated into English. Suppliers will be required to certify the transcription or translation as a true record.

18. **Feedback on quality.** The MOD will provide transcription and translation quality feedback to the supplier as soon as possible. Negative feedback will have been reviewed by the MOD points of contact before forwarding to the supplier.

19. **Point of contact.**

- a. **General.** The MOD requires the supplier to provide at least one named point of contact, such as an account or relationship manager, who would be available to deal with general issues such as accounts, specific requests etc, within normal working hours, with alternative arrangements made for holidays and any periods of sickness absence.
- b. **Technical.** The Supplier must also be able to provide a point of contact, not necessarily named, to deal with technical issues during normal working hours. This may be the same person as nominated under the General category above, providing that that person can also address technical issues.

20. **Contract review meetings.** The MOD requires the supplier to meet with the DSA staff managing this contract on regular basis to discuss the implementation and

subsequent management of the contract. Initially, meetings would be required up to monthly and when the contract is running smoothly, the frequency would be six monthly. Meetings would be between the supplier and staff from the Defence Accident Investigation Branch (DAIB), which is a part of DSA. DAIB is currently based in Boscombe Down, near Amesbury. Review meetings would be held at Boscombe Down or at the supplier's location, subject to mutual agreement, or held virtually via Microsoft Teams. Agenda items will include, as a minimum:

- a. service review/performance monitoring.
- b. invoices/payment issues.
- c. security of information.
- d. risks.
- e. continuous improvements.
- f. social value updates relating to paragraph 25 will be discussed in one Contract Review meeting each contract year.

21. **Management information.** The MOD requires the supplier to provide monthly updates on work submitted by MOD, processed by the supplier and returned to MOD. This information is to include, as a minimum, details of file(s) processed as follows:

- a. Date file received from MOD.
- b. MOD point of contact for file.
- c. Date file processed by supplier and made available back to MOD.
- d. Cost (i and excluding VAT).
- e. Invoice number and payment status.

22. **Three Monthly Review Reports.** The MOD requires the supplier to provide a three-monthly report and include details of the supplier's performance and any issues over the three-month period. This report is to include, as a minimum, the following:

- a. Correlation of management information for the three -monthly period.
- b. Quality feedback from the MOD including feedback not included in previous three-monthly reports.
- c. Number of transcriptions completed with the number delivered within contract timelines.
- d. Confirmation the supplier has deleted the data issued by the MOD after a calendar month.
- e. Invoices and MI data reports.

- f. Security.
- g. Improvements.

23. **Exit and Security Management Plans.** The Supplier is to provide Exit and Security Management Plans within 20 days after the contract start date and update these Plans annually.

24. **Social Value.** The Public Sector in the United Kingdom is committed to the delivery of high-quality public services and tackling workforce inequality and recognises that this is critically dependent on a workforce that is well recruited, rewarded, motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of the service. Suppliers are required to have, but not limited to, the following:

- a. recruitment practices that are fair, transparent and enable equality throughout the process.
- b. process for promoting equality of opportunity to enable the creation of a workforce which reflects the population of the United Kingdom in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability.
- c. a fair and equal pay policy that includes a commitment to supporting the Living Wage.
- d. a process demonstrating managerial responsibility to nurture talent helping individuals to fulfil their potential, for example, through learning and development.
- e. flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance.
- f. processes for workforce engagement to give staff an effective voice and raise grievances.

25. Suppliers are to have fair working processes/policies in place and ensure that they are reviewed annually to reduce workforce inequality.

WITNESS TRANSCRIPTION REQUEST FORM

DAIB Contact		Branch	DAIB
Email		Telephone	
Invoicing contact (if different from above)		Invoicing address	Defence Accident Investigation Branch

Name of session (for invoicing purposes)		Date of session	
Type of session	Service Inquiry interview/DAIB Investigation	Number of Speakers	
Audio format*	MP3	Audio Length Audio File Name	
DAIB Interview reference			
Context			
Glossary:	Y / N		
Special requirements (e.g. audio transfer method; transcript delivery method)	Name of session:		
	Transcription to be managed in user account for:	Land	
	Name of person being interviewed:		
	Date of Session:		
	Type of session eg. Service Inquiry Interview:		
	Names and appointment of Speakers (one speaker at a time):		
	Audio format:	Windows Media Audio	
	Length Audio:		
	Number of questions:	N/A	

Schedule 2 - PRICING SCHEDULE

This contract is effective for two years plus two option years, at an annual cost limited to £30,000 (VAT exclusive). In the event that the Authority decide to extend the contract, the prices for Years 3 and 4 will be [REDACTED]

Item No	Contractor Deliverables	Notes to Supplier
1.	Provide Provision of Technical Support for Transcription Services Contract Period – 9/12/22 – 8/12/2024 Optional Period – 9/12/24 – 8/12/2026	Note 1 – Firm Price (ex-vat) are to include all direct and indirect overheads attributable to performance of the Contract. Note 2 – Travel and Subsistence N/A Note 3 –Years 3 and 4 are optional subjected to a contract extension.

Item No	TRANSCRIPTION SERVICES	Year 1 9 Dec 2022 to 8 Dec 2023		Year 2 9 Dec 2023 to 8 Dec 2024		Option Year 3 9 Dec 2024 to 8 Dec 2025		Option Year 4 9 Dec 2025 to 8 Dec 2026	
		RESPONSE TIMES Firm Price £ (Ex VAT)		RESPONSE TIMES Firm Price £ (Ex VAT)		RESPONSE TIMES Firm Price £ (Ex VAT)		RESPONSE TIMES Firm Price £ (Ex VAT)	
		Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)	Routine (5 working days)	Urgent (1 working day)
1	Cost per minute of audio. INTO ENGLISH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED].	[REDACTED].

Translation Pricing (Timescale 24 hours - 10 days)				
TABLE A Target Language Group	<i>English (Non Technical)</i> Charge per Word (Total Cost)	<i>English (Technical)</i> Charge per Word (Total Cost)	<i>Marketing/ Publication Charge</i> per Word (Total Cost)	<i>Proof Reading</i> Charge per Word (Total Cost)
Group A - Western Europe (Tier 1 Clearances)				
Group A - Western Europe (Tier 2 Clearances)				
Group B - Eastern Europe (Tier 1 Clearances)				
Group B - Eastern Europe (Tier 2 Clearances)				
Group C - Asian, Arabic & Oriental (Tier 1 Clearances)				
Group C - Asian, Arabic & Oriental (Tier 2 Clearances)				
Group D - African (Tier 1 Clearances)				
Group D - African (Tier 2 Clearances)				
Group E - Specialist (Rare)				
Firm Prices for Year 1 and Year 2 of the Contract. In the event of option for Year 3 and Year 4,				

Translation Urgency Charge (Timescale within 24 hours)				
TABLE D	<i>English (Non Technical)</i> Charge per Word (Total Cost)	<i>English (Technical)</i> Charge per Word (Total Cost)	<i>Marketing/ Publication Charge</i> per Word (Total Cost)	<i>Proof Reading</i> Charge per Word (Total Cost)
All Languages (Tier 1 Clearances)				
All Languages (Tier 2 Clearances)				
Firm Prices for Year 1 and Year 2 of the Contract. In the event of option for Year 3 and Year 4,				

Schedule 3 - MOD Terms and Conditions for Less Complex Requirements



MOD Terms and Conditions for Less Complex Requirements

1 Definitions - In the Contract:

Article means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order; **Effective Date of Contract** means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the

Contractor in connection with the Contract by or on behalf of the Authority;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Mixture means a mixture or solution composed of two or more substances;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

PPT means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic

Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority: (1) the terms and conditions;
(2) the purchase order; and
(3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from

publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
- (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail. b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume,

defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim. c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under clause 5;
 - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order. c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall

provide to the Authority's representatives in the manner and format prescribed in the purchase order:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed. g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14. Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.

- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. 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 Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to): (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20 Limitation of Contractor's Liability

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds). b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

- (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or underperform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21. The project specific DEFCONs and DEFCON SC variants that apply to this Contract are listed in the Annex A.

Annex A - MOD DEFCONs AND DEFFORMs

The following MOD DEFCONs and DEFFORMs form part of this Contract:

- DEFCONs

DEFCON No	Version	Description
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 76	Edn 06/21	Contractor's Personnel at Government Establishments
DEFCON 113	Edn 02/17	Diversion Orders
DEFCON 522	Edn 11/21	Payment and Recovery of Sums Due
DEFCON 531	Edn 09/21	Disclosure of Information
DEFCON 532B	Edn 05/22	Protection of Personal Data where Personal Data is not being processed on behalf of the Authority
DEFCON 534	Edn 06/21	Subcontracting and Prompt Payment
DEFCON 611	Edn 02/16	Issue Property
DEFCON 656a	Edn 08/16	Termination for Convenience
DEFCON 660	Edn 12/15	Official-Sensitive Security Requirements
DEFCON703	Edn 06/21	Intellectual Property Rights - Vesting In The Authority

- DEFFORMs

DEFFORM No	Version	Description
DEFFORM 111	Edn 5/19	Addresses and other information
DEFFORM 532	Edn 10/19	Personal Data Particulars
DEFFORM 539A	Edn 01/22	Tenderer's Commercial Sensitive Information Form

*** NOTE**

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

<https://www.kid.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.

Schedule 4 - PURCHASE ORDER

SC1A PO(Edn 10/22)



PURCHASE ORDER

Contract No: 705135450

Contract Name: Provision of Transcription and Translation Services for DAIB

Dated: 3rd December 2022

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name: K International Registered Address: 14 Davy Avenue, Milton Keynes, MK5 8PL	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Not applicable. Name: Address:	Not applicable. Select method of transport of Deliverables To be Delivered by the Contactor <input type="checkbox"/> [Special Instructions] To be Collected by the Authority <input type="checkbox"/> [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.
Progress Meetings (Clause 14)	Progress Reports (Clause 14)

<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
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Payment (Clause 15)
<p>Payment is to be enabled by CP&F.</p>

Forms and Documentation	Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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)</p> <p>Applications via email: Leidos-FormsPublications@teamleidos.mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 (Hazardous and NonHazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>The Commercial Officer detailed in the Purchase Order</p> <p>by the following date: .</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p>

Annex A to Purchase Order - DEFFORM 111

DEFFORM 111
(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Head Office Commercial
MOD, Main Building, Whitehall,
London SW1A 2HB

Email: [REDACTED]

☎ [REDACTED]

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]

Address Defence Safety Authority
Building 120 MOD Boscombe Down
Salisbury | Wiltshire | SP4 0JE

Email: [REDACTED]

☎ Work Mobile [REDACTED]

☎ Skype: [REDACTED] ☎

9. Consignment Instructions

N/A

3. Packaging Design Authority

Organisation & point of contact:

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

☎

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

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

JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from

N/A

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-ofdefence/about/procurement>

<p>6. Intentionally Blank</p>	<p>12. Forms and Documentation are available through *:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncliffe Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: LeidosFormsPublications@teamleidos.mod.uk</p>
<p>7. Quality Assurance Representative:</p> <p>Name: same as Project Manager</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>* NOTE</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>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.</p>

Annex B to Purchase Order - DEFFORM 539A - Tenderer's Sensitive Information

Contractor's Sensitive Information (Clause 5). Not to be published.	
Description of Contractor's Sensitive Information:	
Cross reference to location of Sensitive Information:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if Applicable):	
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:	

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Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 10 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: Chief Operating Officer</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signatory ... [REDACTED]</p> <p>Date: 8 December 2022</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: Def Comrcl Head Office Business Partner 3-1</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory ... [REDACTED]</p> <p>Date: 3rd December 2022</p>
<p>C) Effective Date of Contract: 09.12.2022</p>	

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF

Not applicable: replaced by Pricing Schedule.

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
								Total Firm Price	

Item Number	Consignee Address (XY code only)

Schedule 5 - Service levels and service credits table

	Service Levels				Service Credit for each Service Period
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
1	Provision of specific Services. Transcriptions to be accurate & formatted as detailed in the SOR. Measured by customer feedback*.	Quality	at least 98% at all times	[]	1% Service Credit gained for each percentage under the specified Service Level Performance Measure. Service credit based on total value of transcriptions over the 3-month reporting period. The MOD Contract Manager will arbitrate on customer feedback complaints. In the event of dispute, the Dispute Resolution Procedure will apply.
2	Accurate invoices within 5 working days after month end. Accurate monthly Management Information (MI) reports (unless there has been no tasking within the period). These are to be issued within 5 working days after month end. Accurate 3 monthly Management Information (MI) reports to be issued within 5 working days after reporting period.	Quality	at least 98% at all times		0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure. Accuracy of invoices, monthly MI and 3 monthly MI Reports are to be measured on a line-by-line basis over the 3-month reporting period.
3	Provision of transcriptions within SOR timelines (day one is the day after transcriptions are uploaded to the supplier's IT system). (If required, DAIB will inform the supplier of the order the transcriptions are to be undertaken.)	Delivery of service	at least 95% at all times	[]	1% Service Credit gained for each percentage under the specified Service Level Performance Measure. Service credit based on total value of transcriptions over the 3-month reporting period.
4	Provision of the specified Services within SOR. Member of contractor management team is to be available via telephone within one hour and/or email response during the working day (10am to 4pm – Mon – Fri excluding Bank Holidays). Emails raised before 3pm are to be answered that working day.	Services Availability	Not to exceed the Service Level Performance criterion more than once in a month	[]	0.5% Service Credit gained for not meeting the specified Service Level Performance more than once in a month. Service credit based on total value of transcriptions over the 3-month reporting period

	Resolution to issues are to be within 5 working days (day one is the day after the issue is raised).				
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* Customer feedback not received by the supplier for transcriptions that were completed in the Service Reporting period will need to be part of the Service Level Performance Measure for the next Service Reporting period.

The Service Credits shall be calculated on the basis of the following formula:

Formula: $x\% (\text{Service Level Performance Measure}) - x\% (\text{actual Service Level the performance})$ = $x\%$ of the Charges payable to the Buyer as Service credits to be deducted from next Invoice payable by the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely invoices Service Level No: 2) - 75% (e.g. actual performance achieved against this Service Level in a Service Period). = 23% of the Charges payable to the Buyer as Service Credits to be deducted next Invoice payable from the Buyer.

Schedule 6 – Personal Data Aspects Letter



Ministry
of Defence

[REDACTED]

Post Def Comrcl Head Office Business
Partner 3-1

Ministry of Defence
Kentigern House
65 Brown Street
Glasgow G2 8EX
United Kingdom

Email: [REDACTED]

K International

FAO: [REDACTED]

14 Davy Avenue

Milton Keynes

MK5 8PL

Your Reference:

Our Reference:
705136450

Date: 3rd December
2022

Dear Sir

Contract 705136450 for the Provision of Transcription and Translation Services for DAIB

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the Privacy Impact Assessment conducted has identified that this contract involves the requirement to handle MOD personal data. This data is subject to the provisions of the Data Protection Act 1998, the Data Handling Review, and Security Policy Framework. Your attention is also drawn to the specific aspects of personal data handling set out in Industry Security Notice 2010/01⁴ which must be fully implemented.

2. Will you please confirm that:

a. This definition of the personal data aspects of the above contract has been brought to the attention of the person directly responsible for the protection of data in this contract.

b. The definition is fully understood.

c. Measures can, and will, be taken to protect the personal data.

d. Any problems in meeting these requirements will be notified to MOD immediately.

Yours faithfully,

Copy to:

ISS-Advisor

DEFFORM 532

Personal Data Particulars

DEFFORM 532

Edn 10/19

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

705136450 - Provision of DAIB Transcription Services

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>Defence Accident Investigation Branch</i>
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at:

	<i>K International</i>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><i>Staff, contractors, and members of the public</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Name, address, telephone number, medical data</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:</p> <p><i>Ethnic origin, religious or philosophical beliefs</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p><i>Transcription of audio interviews with casualties and witnesses of accidents or incidents, and of calls to emergency services. Translation of documents including death certificates.</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p><i>The collection, recording, organisation, structuring, storage, adaptation or alteration, disclosure by transmission, dissemination, alignment or combination of personal data for the purpose of transcription and translation.</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p><i>Measures to ensure the confidentiality, integrity, availability and resilience of systems and services; measures to encrypt personal data.</i></p>
Instructions for disposal of Personal Data	<p>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):</p> <p><i>The Supplier shall retain MOD supplied data (audio files, scanned or hard copies of documents etc) for a period of one (1) calendar month from receipt in order to allow the MOD to request clarification or corrections to supplied transcripts or translation. After a calendar month from receipt,</i></p>

	<i>electronic files are to be deleted and hard copies to be destroyed by shredding within five (5) working days. The MOD reserves the right to seek confirmation of file deletion/destruction as part of its quality assurance and security processes.</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:

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

Schedule 7 – Security Aspects Letter

Date of Issue: 3rd Dec 2022

For the attention of:

K International

14 Davy Avenue

Milton Keynes

MK5 8PL



ITT/CONTRACT NUMBER & TITLE: 705136450 - Provision of DAIB Transcription Services

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition [attached Annex C] outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Personal data	Official Sensitive
Information pertaining to UK and global military operations	Official Sensitive
Details about military equipment and use	Official Sensitive

(Note: Add more rows as required)

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make

sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours
faithfully

Copy via email to:

[ISAC-Group \(MULTIUSER\)](#)

[COO-DSR-IIPCSy \(MULTIUSER\)](#)

[UKStratComDD-CyDR-CySAAS-021](#)

ANNEX C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: COO-DSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.

3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

[https://www.gov.uk/government/publications/industry-security-notices-isns.](https://www.gov.uk/government/publications/industry-security-notices-isns)

<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must

be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a “*need-to-know*”, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

(1). Up-to-date lists of authorised users.

(2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

(a) All log on attempts whether successful or failed,

(b) Log off (including time out where applicable),

(c) The creation, deletion or alteration of access rights and privileges,

(d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

¹ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

Telephone (Office hours): +44 (0) 30 6770 2185

Mail: Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS 007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 31 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Tenderer's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

ITT Ref No:
Description of Tenderer's Sensitive Information:
Cross Reference(s) to location of Sensitive Information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 9 - DEFFORM 111

DEFFORM 111
(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Head Office Commercial
MOD, Main Building, Whitehall,
London SW1A 2HB

Email: [REDACTED]

☎ [REDACTED]

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]

Address Defence Safety Authority
Building 120 MOD Boscombe Down
Salisbury | Wiltshire | SP4 0JE

Email: [REDACTED]

☎ Work Mobile: [REDACTED]

☎ Skype: [REDACTED]

9. Consignment Instructions

N/A

3. Packaging Design Authority

Organisation & point of contact:

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

☎

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

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

JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from

N/A

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-ofdefence/about/procurement>

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

Applications via fax or email: LeidosFormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

Name: same as Project Manager

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.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** NOTE**

3. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

4. 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.