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| xxxKentigern House65 Brown Street, GlasgowG2 8EX |  |
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|  |  |  |  |
| xxxProjecting SuccessWoodspringLivery RoadWest WinterslowSalisburySP5 1RH |  |  | Your Reference:  |
|  |
|  | Our Reference: 709358450 |
|  |
|  | Date: 16/10/23 |
|  |  |
|  |  |  |  |  |

Dear xxx,

**Offer Of Contract 709358450 for the Provision of Project Delivery Data Analytics Apprenticeships**

1. I am to inform you, the Authority intends to enter into the above contract with 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. To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please advise in writing to xxx, whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent of the right-of-use by the Authority. The lease term[[1]](#footnote-1) will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the [HM Treasury IFRS 16 Leases Application Guidance](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1129885/IFRS_16_Application_Guidance.pdf) for further information. You will not be required to provide this for any associated asset under the Contract which is valued, when new, at less than £25,000 (subject to it not being defined as a peppercorn lease).
8. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for the Provision of Project Delivery Data Analytics Apprenticeships prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

**For and on behalf of the contractor**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Secretary of State for Defence**

|  |  |
| --- | --- |
| Name and Title | **Commercial Officer** |
| Signature |  |
| Date | **16/10/23** |

**Schedule 1 – Statement of Requirement**

**THE AUTHORITY STATEMENT OF REQUIREMENT FOR THE PROVISION OF APPRENTICESHIP** **TRAINING**

**Introduction**

1. The Authority (Ministry of Defence) has a requirement to provide Apprentice Training and Associated Services and is under scrutiny to ensure they provide value for money to support delivery of excellent public services which align to strategic goals and core business. Apprentices are vital in developing the capability and productivity of our workforce, now and in the future. The Authority wants to create opportunities for individuals from diverse backgrounds to gain work-related skills and nationally recognised qualifications through structured, work-based training programmes with most of the training ‘on the job’. The remaining ‘off the job’ training will be provided by a training provider (Supplier). Apprenticeships will follow either a framework or a standard (noting that all English apprenticeships moved to standards in 2020)

**Background**

2. From May 2017 the system for the funding and procurement of apprenticeship training has changed. In line with this the Government requires all large employers (including those in the Public Sector) to pay an apprenticeship levy (tax) of 0.5% of pay bill. The levy is taken automatically by HMRC on a monthly basis in the same way as it takes employer National Insurance Contributions. Money collected from employers will be used to fund apprenticeship training.

3. Employers will access the funds through a Digital Apprenticeship Account (DAA) ultimately controlled by the Education and Skills Funding Agency (ESFA). The DAA is hosted on a system known as the Digital Apprenticeship Service (DAS). Each levy paying employer will have a virtual account equivalent in value to its contribution, minus an amount equivalent to the notional contribution for its employees that live in Scotland, Wales and Northern Ireland, plus a Government top up of 10%. The Authority expects a Digital Account worth approximately £8m per annum.

4. Funds in the Digital Account can only be used to cover the cost of apprenticeship training and end point assessment for apprenticeships undertaken in England. To access the funds the Authority will need to show, through the Digital Apprenticeship Service, that it has a contract for the delivery of a recognised Apprenticeship Scheme delivered by a registered supplier. For these purposes a registered supplier is a training provider who appears on the ESFA Register of Apprenticeship Training Providers. the Authority will tell the ESFA (through the DAS) who our apprentices are; the Supplier will tell the ESFA who it is training for the Authority. On the strength of this information the ESFA will then pay the Supplier and subtract the relevant amount from our DAA.

**1. PURPOSE**

1.1 The Public Accounts Committee (PAC) report, ‘Improving the performance of major defence equipment contracts’ (Oct 21) concluded that the Department’s system for delivery is broken. This is because the Department’s current solutions do not help it to learn from experience, and the PAC is unclear what additional capability the taxpayer will receive from the extra £16.5 billion in the 2020 Spending Review.

1.2 The Department is able to learn across its portfolio when it has a clear picture of performance across its portfolio. This comes down to data on the way that our projects manage cost, schedule and capability. In its Equipment Plan report (Jan 21), the NAO concluded that the Department “needs to focus on strengthening its analytical capacity” and “[…] make its data – such as records of reasons for project cost changes, detailed outturn data and breakdowns of forecast efficiencies – more accessible to finance and planning staff throughout the Department”. (NAO, The Equipment Plan 2020-2030, Jan 2021)

1.3 In September, the Chief Operating Officer, as chair of the MOD Project Council, approved our approach to improving project data analytics capability. In October, the project delivery function set out a proposal for PUS and Secretary of State suggesting three steps for addressing issues with our SRO cadre, including:

* 1. We will improve the way we manage our SRO cadre, ensuring we have the right people in the right roles. This includes establishing an SRO bench, so we have people ready to place into roles as well as creating more full time SRO positions.
	2. **We will support our SROs through access to cutting edge data analytics, so that problems do not take them by surprise.**
	3. We will review the project delivery and SRO structures in Defence, ensuring that our SROs are supported by the system around them.

**2. BACKGROUND TO THE aUTHORITY**

2.1 Outputs from the external assistance will be managed by the Defence PD Centre of excellence and signed off by the relevant senior management team member on behalf of the Project Delivery Head of Function. This work will be progressed through a defined work strand within the Project Delivery Function, against a requirement set by Director Assurance and the function’s move from limited to substantial assurance.

2.2 The PD Centre of Excellence Team will monitor delivery of this requirement, including ensuring that the deliverables and outcomes are met, and that costs are monitored and controlled in line with the financial approval given. The team will report progress to the Project Delivery Project Council and other senior management boards as required.

**3. OVERVIEW of requirement**

3.1 There is one main element of the requirement:

3.1.1 Provide Defence project delivery function with a bespoke level 4 project data analytics training in the form of an apprenticeship. Projecting Success are a leader in providing data analytics training for project professionals with unique capability to deliver both data analytics apprenticeship combined with data analytics project manager training.

**4. THE REQUIREMENT**

4.1 Servicing Defence project delivery function with bespoke data analytics training in the form of an apprenticeship for 2 years.

4.1.1 The duration of the training will last 18 months, with approximately 12 apprenticeships per 6 intakes per year commencing from October 2023. This may fluctuate per intake.

**5. MILESTONES**

Projecting Success should note the following project milestones that the Authority will measure the quality of delivery against.

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone | Description | Details | Timeframe / Status |
| Workstream: Data Analytics Apprenticeship |
| M1 | Provide bespoke project data analytics training | * Provide 18 months L4 project data analytics training to Defence project delivery function.
* Offer approximately 12 apprenticeships per 6 intakes per year
 | Reviewed Monthly from October 2023 – October 2025 |

**6. authority’s responsibilities**

6.1 The Authority is responsible for providing Projecting Success with the relevant data and policy direction in order to provide guidance and advice on delivering against milestones. The Authority will also provide wider stakeholder guidance across the Department to understand interdependencies and systems access.

**7. reporting**

7.1 Projecting Success shall deliver the products identified in section 4.1 within the required timeframes.

7.2 Projecting Success shall attend and contribute to regular progress briefings and stand-ups, the rhythm for which shall be mutually agreed.

**8. continuous improvement**

8.1 Projecting Success will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. This should form part of the Agile structure with regular reviews of ways of working and lessons learned.

8.2 Any significant material changes to the way in which the services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

8.3 New risks, issues, or potential delay to delivery of key milestones must be brought to the Authority’s attention at the earliest opportunity and mitigation or change of action agreed prior to any changes being implemented.

**9. Sustainability**

9.1 There are no sustainability considerations for this requirement.

**10. STAFF AND CUSTOMER SERVICE**

10.1 Projecting Success staff assigned to the Contract shall have the relevant subject matter expertise and/or qualification(s) to deliver the Contract.

10.2 Projecting Success shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

**11. BASE Location**

11.1 Base location – Online.

1.12 The base location of where the services will be carried out will be Projecting Success, Woodspring, Livery Road, West Winterslow, Salisbury, SP5 1RH.

11.3 Travel and subsistence - the authority will for pay reasonable out of pocket travel incurred outside of the base location. Using the most economical mode of transport and subsistence expenses, properly and necessarily incurred in the performance of the services, calculated at the rates and in accordance with the mod expenses policy. To be pre-agreed.

11.4 Government guidelines allowing at the time of delivery, it is expected that a flexible approach will be taken in terms of both virtual and on-site delivery.

Plus, equivalent scheme for Scotland, Ireland and Wales where applicable.

The specifications for the Standards and Frameworks listed above can be found on the ESFA webpages through the following link:

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

* Training providers for English apprenticeships must be on the ESFA Register of Apprenticeship Training Providers at the time that training commences.
* Providers should indicate where in the UK they are able to deliver training and under which systems (i.e. the English Apprenticeship System, the Scottish, the Welsh or the system for Northern Ireland).
* Providers should indicate whether they can deliver apprenticeships to the Authority staff based overseas.
* Providers should indicate how they can bespoke apprenticeships in some cases to meet the Authority’s needs
* Training and assessment should be delivered within the funding band limits set for the individual apprenticeship by the ESFA, and honour any apprenticeship already started if funding band changes are made.
* Providers must have sufficient trainers, assessors, talent coaches and delivery teams in place to deliver all the Authority apprenticeships to a consistently high standard.
* Providers are expected to provide timely management information on the enrolment and status of apprentices based on the Authority requirements.
* Providers must agree to regular relationship meetings (monthly) and contract reviews (quarterly) against Key Performance Indicators with the Authority’s representatives.
* Providers’ IT systems should be accessible to the Authority staff through their work-based IT systems or provide suitable alternative systems or equipment to meet the Authority’s needs.
* Providers should be willing for their assessors and other staff requiring regular access to the Authority sites, to train and assess apprentices, to undergo security clearance checks which will be at their expense.

**Deliverables**

* Apprenticeship training to the MOD civil servants (both new entrants and existing staff) and military personnel.
* Within the Education and Skills Funding Agency’s funding band rates bands honouring any apprenticeships started if funding bands change
* To the appropriate standard ensuring consistency of standard delivery across the Authority.
* Timely delivery of apprenticeships and completion within the required time.
* Delivery of apprenticeship training to OFSTED and HEFCE quality standards.
* Delivery of apprenticeships training in line with standards of professional bodies, where a qualification aligned to that body is included.
* For a variety of subjects including those listed in the “Outline of Requirement.”
* Off the job training, where not delivered on site, to be provided within reasonable travelling distance from the apprentices’ workplace
* In a method that is accessible to all the applicable MOD civil service staff including where online/electronic

**Government Funded Assets**

There may be a requirement for some training to be delivered on a Ministry of Defence site if there is a cohort requirement at a specific location or if training is to be delivered at an overseas location. Wherever possible, the Supplier would be expected to provide their own equipment to deliver such training events.

**Service Levels and Performance/ Key Performance Indicators**

The Authority will measure the quality of the Supplier’s delivery by:

* Efficient enrolment of apprentices within a maximum of 12 weeks utilising other government cohorts if required (with small tolerance for exceptional cases only).
* Retention of apprentices on schemes limiting withdrawals to a maximum 15% withdrawal rate, providing early warning of ‘amber’ performance rating and providing incentives to reduce drop-outs.
* Apprentice success rates of 70% – providing monthly MI on completions rates and highlighting exceptional learners.
* Timeliness of apprenticeship completion – completing within agreed timeframes with action plans discussed with Authority for cases that exceed times set.
* Resolution (or holding response if complicated) to complaints or issues within 5 working days and making all learners aware of complaints procedures and timeframes
* Provision of regular and comprehensive suite of MI on the first week of the month plus survey data when applicable, as agreed with the Authority as the customer, examining the value and benefit to the business of individual apprenticeship training programmes

**Numbers and Financials**

The anticipated throughput of civilian apprenticeships would be approximately up to 12 apprenticeships per 6 intakes per year, although this may increase or decrease depending on Departmental requirements for the further years of the contract:

The estimated value of the contract for the Authority may decrease over the life of the contract if the Department’s contribution to the levy decreases in respect of the civilian apprentices.

The providers will be paid for apprenticeships which they deliver in England through the Digital Account as explained above through the apprenticeship levy. For apprenticeships delivered in Scotland, Wales, Northern Ireland, overseas as well as England, where an additional payment is required for bespoke work which has been done on the request of the Authority, payment will be made on receipt of an invoice from the provider to a single point of contact within the Authority. All non-levy payments must be administered through the Authority`s Contracting Purchasing and Finance system (CP&F).

The Supplier will notify the Authority of any employer incentive payments received from the ESFA for an apprentice during the training period and will pay that money on receipt of an invoice from the MOD*.*

The contractor will notify MOD of any employer incentive payments received from the ESFA for an apprentice during the training period and will pay that money on receipt of an invoice from the MOD*.*

**Cyber Security**

All contractors, including sub-contractors within the Defence Supply chain, must follow the Defence Cyber Protection Partnership (DCPP) Cyber Security Model for any contract that involves the transfer of MOD Identifiable Information. For further details please refer to <https://www.gov.uk/guidance/defence-cyber-protection-partnership>

The Moderate Cyber Risk Profile applies to MOD Apprenticeship contracts, therefore relevant control measures must be put in place by the provider. For further details please refer to <https://www.gov.uk/government/publications/cyber-security-for-defence-suppliers-def-stan-05-138>

**Data Storage and Management**

All data pertaining to staff from the Ministry of Defence will be stored in line with GDPR legislation and hosted within the United Kingdom by the training provider. No data is to be stored or transmitted outside of the United Kingdom without applying for permission to MOD prior and this would be assessed on a case by case basis.

**Schedule 2 – Schedule of Requirements**

|  |  |  |
| --- | --- | --- |
| Item Number | Contractor Deliverables | Total |
| 1 | Level 4 Data Analytics Course 16/10/23 – 15/10/25 | £2,160,000 (VAT Free) Limit of Expenditure |
|  | Per Apprentice | £15,000 (VAT Free) Limit of Expenditure |

**Schedule 2 - Annex A**

1. ADDITIONAL PAYMENT PROVISIONS

1.1 The Supplier shall adhere to the Apprenticeship Levy system for Apprenticeships and details of how the government funds Apprenticeship training in England from May 2017 is available at: <https://www.gov.uk/hmrc-internal-manuals/apprenticeship-levy>.

1.2 The Supplier shall work with each Civil Service Department (employer) and shall agree a total price for all aspects of the provision, which should be set within the maximum funding band set by ESFA so that the Civil Service Department (employer) is not required to provide any top-up funding. This will include the costs of activity directly related to the Apprenticeships and other costs directly related to the Apprenticeships in accordance with the Apprenticeship funding and performance-management rules for Training Providers, outlined in the link below: https://www.gov.uk/guidance/apprenticeship-funding-rules#the-latest-rules-20 19-to 2020. The Supplier shall ensure delivery of Apprenticeship training within the ESFA’s funding bands, and shall honour the existing funding bands for any existing Apprenticeships in the event that the funding bands change.

1.3 All costs agreed between the Supplier and the Civil Service Department (employer) will be set out in the Services Request Form.

1.4 The Supplier shall ensure that for each Apprenticeship Standard, the funding agreed pursuant to paragraph 1.3 above includes the cost of the End Point Assessment (“EPA”) agreed with the Apprentice assessment organisation.

1.5 The Supplier shall make it explicitly clear if resit costs are covered in the pricing. If they are not covered, these costs must be agreed with the Civil Service Department (employer) prior to entry of the Services Request Form and such costs must be agreed and expressly included in the Services Request Form. Notwithstanding the foregoing, each Supplier will ensure that the Contract Charges include one free resit for each Apprentice.

1.6 The Supplier shall adhere to the following process once the Apprenticeship training has started. Monthly payments for the Apprenticeship Levy will be automatically taken from the Civil Service Department (employer) employer’s account and sent to the Supplier and the Supplier shall be responsible for passing on any relevant funds to the End Point Assessment organisation.

1.7 Notwithstanding paragraph 1.3 above, the Supplier shall support the Civil Service Departments when/if they request Additional Services, which take the costs above the relevant funding band. The costs for the Additional Services will sit outside of, and will be paid in addition to, the Digital Apprenticeship Service (“DAS”) and such costs must be agreed between the Supplier and relevant Civil Service Department (employer) and set out in the respective Services Request Form.

1.8 The Supplier acknowledges and agrees that each Civil Service Department (employer) will be liable to pay the Supplier directly for any agreed Additional Services, which takes the costs above the relevant funding band. In addition, no payments shall be made by the Civil Service Department (employer) directly to Sub-Contractors. The Supplier will be responsible for paying Sub-Contractors.

1.9 The Supplier acknowledges and agrees that each Civil Service Department (employer) shall specify which payment option(s) they will require, for any Services and charges outside of the DAS through the Services Request Form. The Supplier’s systems shall have the ability to support payment options as directed by Civil Service Department (employer)’s to include Government Procurement Card (GPC), Purchase to Pay system (P2P) and manual electronic invoicing arrangements.

1.10 The Supplier shall interface with the Civil Service Department (employer)’ e-Commerce (P2P) system when required by the Civil Service Department (employer).

1.11 The Supplier shall provide an alternative solution as agreed with the Civil Service Department (employer) as part of the Services Request Form where the Civil Service Department (employer) does not require a full e-Commerce (P2P) system.

1.12 The Supplier shall comply with the Civil Service Department (employer)’s requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Civil Service Department (employer). For example, requirements may include, but not be limited to, consolidated invoicing, invoicing by cost centre; electronic invoicing; invoicing to different levels of detail, etc.

**Schedule 2 – Annex B**

CONTRACT SCHEDULE 3: ANNEX 2 - PAYMENT TERMS/PROFILE

1. Payment by the Authority or the Authority Service Recipient (as applicable) for the Apprenticeship Levy will be made in accordance with the applicable and in force ESFA funding rules.

**Schedule 3 – SC1B Terms & Conditions**

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**MOD Terms and Conditions for Less**

**Complex Requirements**

**1 Definitions - In the Contract:**

**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, , 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 Contract. Where the Contractor is an individual or a partnership,the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**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 of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**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.

**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**

**Sensitive Information** means the information listed as such in Schedule 4, 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;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of 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 associated 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 schedules; and

(3) the documents expressly referred to in the agreement.

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 15 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. These terms and conditions, schedules 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**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

**5 Transparency**

a. Notwithstanding any other condition of this Contract, including 531 (SC1), 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.

d. 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 the Sensitive Information.

(2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractorwhere 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 the 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 Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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 20, 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 5 (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 5.

f. Any amendment to Schedule 5 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 Contract.

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 Contract.

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 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 Contract (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 Contract:

(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.

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 Schedule 3; 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 Contract 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 Contract, 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 specified in the schedule of requirements.

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 Contract 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 Contract.:

(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

**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 Contract 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; and

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 £1m (one 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.

d. Please see Annex A for further information

**21 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

DEFCON 532B

DEFCON 630

DEFCON 658

22 The special conditions that apply to this Contract are:

23 The processes that apply to this Contract are:

**Schedule 4 - Contract Data Sheet for Contract No 709358450**

|  |  |
| --- | --- |
| **Contract Period** | Effective Date of Contract: 9/10/23The Contract expiry date shall be: 8/10/25 |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mail:Yes [x] No [ ] Notices served under the Contract shall be sent to the following address:Authority: Room 2.1.02, Kentigern House, 65 Brown Street, Glasgow G2 8EXContractor: |
| **Clause 8 Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? Yes [ ] No [x] If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within       Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.**Other Quality Assurance Requirements:** |
| **Clause 9 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances**  | A completed SC3 Core Plus Schedule “Hazardous Articles, Materials or Substance Statement”, and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:a) The Authority’s Representative (Commercial)1. b) DSA-Land-MovTpt-DGHSIS@mod.uk

or if only a hardcopy is available to:a) The Authority’s Representative (Commercial)b) Hazardous Stores Information System (HSIS)Defence Safety Authority (DSA)Movement Transport Safety Regulator (MTSR)Hazel Building Level 1, #H019MOD Abbey Wood (North)Bristol, BS34 8QWDSA-DLSR-MovTpt-DG HSIS (MULTIUSER)to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:  |
| **Clause 10 –** **Delivery/Collection** | Contract Deliverables are to be:Delivered by the Contractor [ ] Special Instructions: Collected by the Authority [ ] Special Instructions (including consignor address if different from Contractor’s registered address): |
| **Clause 12 - Packaging and** **Labelling of Contractor** **Deliverables** | Additional packaging requirements: |
| **Clause 13 - Progress Monitoring** | The Contractor shall be required to attend the following meetings:Type:Frequency:      Location:       |
| **Clause 13 - Progress Reports** | The Contractor is required to submit the following Reports:Type:      Frequency:      Method of Delivery:      Delivery Address:        |

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| --- |
| **DEFFORM 111****(Edn 02/16)****Schedule 5 - Appendix - Addresses and Other Information** |
|  | **1. Commercial Officer**Name: xxxAddress: Room 2.1.02, Kentigern House, 65 Brown Street, Glasgow G2 8EXEmail: xxx |  | **8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street,  Manchester, M1 2WD ( 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ( 44 (0) 161 233 5394 |
|  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)(from whom technical information is available)Name: People-Sec-Diversity Policy 1Address: MOD Main Building, 06.K.22, Whitehall, London, SW1A 2HBEmail: People-Sec-DiversityPeople1@mod.uk |  | **9. Consignment Instructions**The items are to be consigned as follows:      |
|  |
|  | **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:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight CentreIMPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 |
|  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:****Tel No:** **(b) U.I.N.** |  | **B.** **JSCS**JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837[www.freightcollection.com](http://www.freightcollection.com/)  |
|  |
|  | **5. Drawings/Specifications are available from**      |  | **11. The Invoice Paying Authority (see Note 1)**Ministry of Defence ( 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |
|  |
|  | **6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**     (where no address is shown the mauve copy should be destroyed) |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** DESLCSLS-OpsFormsandPubs@mod.uk |
|  |
|  | 1. **Quality Assurance Representative:**

     Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk>[/](http://www.dstan.dii.r.mil.uk/) [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].  |  | **NOTES****1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.**2.\*** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |

**Schedule 6 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No. PART A – Notification of IPR Restrictions**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT/Contract Number |  |  |  |
| 2. ID# | 3. Unique Technical Data Reference Number/ Label | 4. Unique Article Identification Number/Label | 5. Statement Describing IPR Restriction | 6. Ownership of the Intellectual Property Rights |
| 1 |  |  |  |  |
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\* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to

supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article

PART B – System / Product Breakdown Structure (PBS) The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure.

(Please see the DEFFORM 711 Completion Notes for guidance on completing Schedule 5)

**Schedule 7 - Contractor’s Sensitive Information (i.a.w. Clause 5) for Contract No: 709358450**

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 publication of any information.

|  |
| --- |
| Contract No: 709358450 |
| Description of Contractor’s Sensitive Information: |
| Cross Reference(s) 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: Email Address: |

**Schedule 8 – IR35 Assessment**







|  |  |
| --- | --- |
| **Schedule 9 - 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.

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).The Personal Data will be provided by:**Ministry of Defence****xxx****Kentigern House****65 Brown Street, Glasgow****G2 8EX** |
| **Data Processor** | The Data Processor is the Contractor.The Personal Data will be processed at: **xxx****Projecting Success****Woodspring****Livery Road****West Winterslow****Salisbury****SP5 1RH****Martinpaver@projectingsuccess.co.uk** |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:**The data subjects will include Line managers, Apprentices**  |
| **Categories of Data**  | The Personal Data to be processed under the Contract concern the following categories of data:**Name, address home/work, NI, Phone Number, DOB, Email address (home/work), Academic records/qualifications, ID (right to work)** |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: **Ethnicity, Sex, learning difficulties** |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows: **The processing of the data will involve collecting the data from the appropriate parties for the apprenticeship agreement, Projecting Success will then ensure all documentation is provided as required to the appropriate parties, such as ESFA to meet funding regulations.**  |
| **Nature and the purposes of the Processing**  | The Personal Data to be processed under the Contract will be processed as follows: **The collection of data will be conducted meticulously and securely from pertinent parties, thereafter, it will be stored in a highly secure environment at Projecting Success. All data gathering and handling will strictly adhere to the stipulations outlined in Data Protection Laws, including but not limited to GDPR, and will serve specific, predefined purposes in alignment with ESFA Regulations. Projecting Success boasts a comprehensive framework of policies and certifications designed to fortify data protection, including robust protocols for Data Retention, Data Disposal, and adherence to industry-standard certifications such as Cyber Essentials+ and ISO27001. Moreover, stringent Access Controls are firmly in place to shield data from unauthorised access or use.** |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: **Some of the Safeguarding procedures in place at Projecting Success are:*** **Policies: These encompass a range of critical areas, including Access Controls, Data Disposal, Security Policies, and Data Retention.**
* **Certifications: Projecting Success proudly holds certifications that exemplify its commitment to data security, including ISO27001, Cyber Essentials, and Cyber Essentials+.**
* **Access Controls: Rigorous access controls are enacted to restrict data access solely to authorised parties and individuals.**
* **Secure Environments: Utilising platforms such as SharePoint and Extranet, Projecting Success ensures that data is housed in environments designed with security as paramount.**
 |
| **Instructions for disposal of Personal Data**  | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): **All data processed and stored at Projecting Success aligns with our Data Disposal Policy and Data Retention policies.** |
| **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:**N/A** |

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

1. Lease term includes:

	1. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and
	2. periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option. [↑](#footnote-ref-1)