



Ministry of Defence

Army Commercial

Contract No: 700000791

For: THE PROVISION OF BRITISH FORCES SOCIAL WORK SERVICES TO SERVICE COMMUNITIES OVERSEAS

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address: Army Commercial BFG Catterick Barracks Bielefeld BFPO 39	Contractor Name and address: Core Assets Group Limited Malvern View Saxon Business Park Hanbury Road Bromsgrove B60 4AD
Email address: [REDACTED]	E-mail Address: [REDACTED]
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Facsimile Number: [REDACTED]	

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General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

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

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 44 (and 45-47), if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve

that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

- a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:
 - (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration,shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

12. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

- a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the

- (3) Contract; or
can show:
- (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;
- provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
 - f. The Authority may disclose the Information:
 - (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.
 - g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
 - h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
 - i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the

Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Poplar 1 # 2119
MOD Abbey Wood,
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise), and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
- (1) the end of the Contract term;
 - (2) the termination of the Contract; or

- (3) the final payment,
whichever occurs latest.

19. 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 Schedule 3 (Contract Data Sheet);
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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.

20. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

21. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
 - (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
 - (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
 DES SEOC SCP-SptEng-Pkg
 MOD Abbey Wood
 Bristol, BS34 8JH
 Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk
 - (b) The MPAS Documentation is also available on the DStan website.
 - (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
 - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
 - (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
 - (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
 - (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they

- shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
 - (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.
 - (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
- (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of

barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

- i. The requirements for the consignment of aggregated packages are as follows:
 - (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or Order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
 - (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply)

- Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
- (2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:
- (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. 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 and forward it to the Authority and to the address listed in clause 24.h below, and
- (2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.
- c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:
- (1) activity;
- (2) the substance and form (including any isotope);
- g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (3) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW
- (4) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk
- i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (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 43.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
 - (1) shall comply with the Contract Specification; and
 - (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
 - (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
 - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
 - (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - (1) verify the forest source of the timber or wood; and
 - (2) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - (1) companies that have a full registered status under the Forestry Commission and Timber

Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
 - (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) details of any approved concessions;
 - (5) acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) description of Contractor Deliverable, including part number, specification and configuration status;
 - (9) identification marks, batch and serial numbers in accordance with the Specification;
 - (10) quantities;
 - (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

- (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in

complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
 - (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
 - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
 - (1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within

- five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
- (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
- (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer or export control,
- that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).
- l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
- m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
- n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where

- appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract. 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.t will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
- t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.
- u. Where:
- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
 - (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;
- the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.
- v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be

relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

- a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:
- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
 - (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
 - (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

- b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:
- (1) the Authority has made or makes an admission of any sort relevant to such question;
 - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
 - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act

- 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage

- arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
- (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - (4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
 - (5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
 - (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
 - p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 0;
 - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

- (3) the Authority receiving notification under both clauses 38.b and 38.c(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
- d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of

a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
 - (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter 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.
- d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:
 - (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this condition, 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 performing, the prohibited act;
- (2) give all 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.
- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
 - (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.
- c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
 - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract,
 except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture,
 that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to

42.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. 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 its obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:
 - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

45 Project specific DEFCONs and DEFCON SC variants that apply to this Contract

DEFCON 076 (SC2) - Contractor's Personnel at Government Establishments
Edition 11/17

DEFCON 658 (SC2) - Cyber
Edition 11/17

DEFCON 532B (SC2) - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
Edition 11/17

DEFCON 602B - Quality Assurance (Without Deliverable Quality Plan)
Edition 12/06

46 Special conditions that apply to this Contract

46.1 AUTHORITY STEP-IN RIGHT

46.1.1 If the Authority reasonably believes that it needs to take step-in action itself or needs to use a third party in connection with the Services:

- a. because a serious risk exists to the health or safety of persons or property or to the environment;
- b. because the Contractor fails or is likely to fail to discharge any of its obligations provided in any aspect of service provision; and/or
- c. to discharge a statutory duty,

then the Authority shall be entitled to take or procure action in accordance with this Clause.

46.1.2 If any of the matters referred to in Clause 46.1.1 shall apply and the Authority wishes to take or procure action, the Authority shall serve a notice on the Contractor stating the following:

- a. the action it wishes to take or procure (the **Required Action**); and
- b. the reason for such action; and
- c. the date it wishes to commence such action; and

- d. the time period which it believes will be necessary for such action; and
 - e. to the extent practicable, the effect on the Contractor and its obligation to carry out service provision during the period such action is being taken.
- 46.1.3 Following the service of such notice under the provisions of Clause 46.1.2 above, the Authority shall take or procure such action as notified and the Contractor shall give all reasonable assistance to the Authority while it is taking or procuring such action.
- 46.1.4 If the Contractor is not in breach of its obligations under this Contract or Clause 46.1.1 does not otherwise apply and the Authority exercises its right to take or procure action in connection with the Contract, then for so long as, and to the extent that, the action is taken and this prevents the Contractor from providing any part of service provision:
- a. the Contractor shall be relieved from its obligations to provide such part of the Services; and in respect of the period in which the Authority is taking or procuring the Required Action and provided that the Contractor provides the Authority with reasonable assistance, the Service Charges shall continue to be payable, but shall be reduced by an amount equal to savings in direct costs incurred (after taking into account any increased direct costs incurred) as a result of the Contractor being relieved from its obligations to provide such part of the Services.
- 46.1.5 If the Contractor is in breach of its obligations under this Contract or Clause 46.1.1 otherwise applies and in consequence the Authority exercises its right to take or procure action in connection with the Contract pursuant to this Clause:
- a. then for so long as, and to the extent that, the Required Action is taken or procured and this prevents the Contractor from providing service provision, the Contractor shall be relieved from its obligations to provide such part of the Services; and
 - b. in respect of the period in which the Authority is taking or procuring the Required Action, the Service Charges shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Service affected by the Required Action in full over that period, less an amount equal to all the Authority's proper costs of operation in taking or procuring the required action
- 46.1.6 The Authority's Authorised Representative may at any time during the period of the Required Action notify the Contractor's Authorised Representative that the Authority wishes to cease the Required Action and the date on which it intends to cease the Required Action.
- 46.1.7 On receipt of the Authority's Authorised Representative's notification pursuant to Clause 46.1.6, the Parties shall consult with each other as to the method by which the Authority shall cease or procure the cessation of the Required Action.
- 46.1.8 On the date on which the Required Action ceases the Contractor shall resume all or part of service provision which was the subject of the Required Action.

46.2 OPTION YEARS

The Contractor hereby grants to the Authority the irrevocable option to extend the Contract for one additional one year period, or any parts thereof, at the Firm Prices to be agreed and in accordance with the terms and conditions of the Contract. The option to extend the Contract will be exercised no later than 90 days before the Contract expiry date in place at the time. The option period is as follows:

Year 6: from 1st November 2024 to 31st October 2025

46.3 PRICES

- 46.3.1 The prices shall include all costs of the Contractor satisfying his obligations in accordance with the terms and conditions of the Contract. The prices are inclusive of labour, travel costs, materials, equipment, all royalties, licenses and taxes (excluding Value Added Tax). In addition, the price shall further include all risks associated with demand against the Service.
- 46.3.2 The Contract price shall be firm (not subject to variation).

46.4 PRICING OF CHANGES TO THE REQUIREMENT

- 46.4.1 Where a change in requirement as detailed in the change control procedure at Schedule 4 necessitates an adjustment to the Contract Price, the Contractor shall submit to the Authority within 10 business days (or such other period of time agreed with the Authority) of

the Authority Notice of Change request a Firm Price quotation for the work required to be carried out under the proposed change. The quotation should provide to the Authority full visibility of the build up of the price and shall contain sufficient detail as to allow the Authority accurately to assess the extent to which the price quoted for the revised requirement is fair and reasonable.

- 46.4.2 Unless otherwise agreed at condition 46.4.3, no payment shall be due until a price has been agreed and the Contract has been amended in accordance with Clause 6b.
- 46.4.3 In circumstances where the Authority identifies the provision of specific additional services (meaning services not included within the Services) as urgent then the Contractor shall commence the provision of these additional services even where a price adjustment has not been agreed in accordance with this condition.
- 46.4.4 The Authority may, at its sole discretion, set a maximum price for the additional services. As soon as is reasonably possible the Contractor shall provide to the Authority a breakdown of the total cost of providing the additional services and the Parties shall agree a fair and reasonable price for the additional services.
- 46.4.5 The Authority may, at its own discretion, use an independent authority to aid with the assessment of pricing.

46.5 KEY PERFORMANCE INDICATORS AND PERFORMANCE MANAGEMENT

- 46.5.1 The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) that are outlined in Table 1 of Schedule 9 Statement of Requirement (SOR)
- 46.5.2 The Contractor shall have in place an effective system for ensuring that they meet the KPI thresholds. The contractor shall ensure the management information (MI) required to judge attainment of the KPIs is available. This information consists of the output from the audit process and the MI listed in Table 2, Schedule 9 Statement of Requirement.
- 46.5.3 The KPIs shall commence on contract award and they shall be reported by the Contractor on a quarterly basis.
- 46.5.4 The Contractor shall assess the KPIs in accordance with the measurement methodologies outlined in Table 1 and reflect those marks in the Contractor's Quarterly Report. The Contractor shall be prepared to discuss and justify the rating given at the Contract Management Board (CMB).
- 46.5.5 In the event that a KPI in Table 1 Schedule 9 Statement of Requirement has been assessed 'Red' and non-achievement is not attributable to the Authority, the Contractor's monthly invoice may be abated by 5% (excluding VAT).
- 46.5.6 In the event one or more KPI is assessed 'Red' a further 5% (excluding VAT) may be abated off the monthly invoice.
- 46.5.7 In the event that a KPI in Table 1 has been assessed 'Amber' in a minimum of two (2) consecutive quarterly periods and non-achievement is not attributable to the Authority then the total invoice due in the month of the second quarterly period (excluding VAT) may be abated by 5%.
- 46.5.8 In the event that more than one KPI has been scored 'Amber' in two consecutive quarters than a further 5% may be abated from the total invoice due in that month.
- 46.5.9 All abatements relating to 'Red' or 'Amber' assessments in a single quarter will be limited to a maximum of 10% of the total invoice value(s) relating to those 'Red' or 'Amber' assessments.
- 46.5.10 In the event of any dispute as to whether the KPIs have been achieved this shall be submitted to the Authority's Commercial Officer for review. The Authority's Commercial Officer will assess the evidence and consult with both the customer and the Contractor before making a final assessment.
- 46.5.11 The Authority may invoke Condition 43 Material Breach if the Contractor commits a persistent failure.
- 46.5.12 The Authority and Contractor shall review the effectiveness of the KPIs, detailed in Table 1 Schedule 9 Statement of Requirement, at 12 monthly intervals as part of Condition 20.
- 46.5.13 The Authority reserves the right to unilaterally amend, add or alter any of the KPI as it deems appropriate. The Authority will provide a minimum of two months' notice to the Contractor of any change.
- 46.5.14 In the event of non-achievement of a KPI the Contractor has the right to include mitigating factors for non-achievement in the Contractor's Quarterly Report. The Authority

will then discuss the mitigating factors provided with the Contractor at the Contract Management Board. If the mitigating factors are accepted by the Authority the Contractor shall be deemed to have contractually met the KPI.

46.6 OVERRIDING INTERNATIONAL TREATY PROVISIONS

If any provision of the Contract is inconsistent with any provision of an international treaty to any extent, then such provision shall (to the extent that it is inconsistent with such international treaty) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and the Parties shall endeavour to replace the relevant provision with a substitute provision which is not inconsistent with the international treaty in question and the effect of which is as close as possible to the intended effect of the provision deemed not to be included in the Contract.

46.7 ADDITIONAL LOCATIONS

46.7.1 The Authority reserves the right during the course of the Contract to request the inclusion of additional locations within the scope of the Contract.

46.7.2 Where the addition of another location necessitates an adjustment to the Contract price the Contractor shall follow the change procedure outlined in accordance with Clause 6B and Condition 46.4

46.8 TRANSITION MANAGEMENT

During the Transition Period, starting on the Contract Award date, the Contractor shall carry out the activities and responsibilities in accordance with the Contractor's Transition Management Plan

46.9 EXIT MANAGEMENT

46.9.1 A draft Exit Management Plan (yet to be agreed) to the Contract will be provided by the Contractor to the Authority for discussion within 6 months of Contract Effective Date. It will set out the procedure that the Contractor and the Authority shall follow upon expiry of the Contract. The plan will provide comprehensive plans for the activities and the associated liaison and assistance which will be required for the successful conclusion of the Service, or if the situation demands it, the transfer of the Service to the Authority and/or another Contractor.

46.9.2 The Exit Management Plan shall be reviewed and updated by the Contractor no less frequently than at annual intervals. In this regard the Contractor shall provide an updated version of the Exit Management Plan to the Authority on or before each anniversary of the implementation date (or more frequently as may be agreed between the Parties). The Authority shall review the Exit Management Plan within 10 (ten) working days of receipt and shall notify the Contractor of any suggested revisions. Revisions shall be incorporated by the Contractor into the Exit Management Plan within 10 (ten) working days of receipt. If agreement can not be reached on the suggested revisions then the matter may be escalated through the dispute resolution procedure set out at condition 40.

46.10 STANDARDS OF PERFORMANCE

46.10.1 The Contractor shall perform its obligations under this Contract in accordance with:

- a. All applicable Laws;
- b. Good Industry Practice;
- c. It's Quality Assurance requirements;
- d. The Performance Indicators stipulated in condition 46.5;
- e. All applicable safety and environmental requirements.

46.10.2 The Contractor shall also undertake all its duties and obligations under this Contract with all the skill, care and diligence to be expected of a professional Contractor who has held himself out as competent and experienced in fulfilling projects of a similar nature, size, scope, complexity and value as those the subject of this Contract.

46.10.3 The Contractor shall give all notices, pay taxes, duties and fees and obtain and maintain all permits, licences and approvals as required by the Laws in relation to the execution and completion of the work required by the Contract. The Contractor shall comply

with all such permits, licences and approvals including the discharging of all conditions of the same.

46.11 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS

Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority is neither transferor nor transferee of the employees as a result of the award of the Contract.

46.12 LIABILITY AND INSURANCE

- 46.12.1 Without prejudice to the Authority's rights under the Contract, the Contractor shall for the full term of the Contract maintain all necessary statutory insurance and other appropriate insurances in order to fulfil his requirements under the Contract.
- 46.12.2 The Contractor shall be responsible for and keep the Authority, including its servants, agents, representatives, employees and Sub-contractors fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liability made against or suffered or incurred by the Authority in respect of personal injury, illness or disease (including injury, illness or disease resulting in death) or loss or damage to property and arising directly or indirectly out of any acts or omissions of the Contractor, his servants, agents or Sub-contractors in connection with the Contract, provided that its indemnity shall not apply to the extent that the Contractor is able to show that such injury, illness or disease, or loss or damage to property was caused or contributed to by the negligence or wilful default of the Authority or any government servant.

47. The processes that apply to this Contract are

47.1 Payments/Receipts

- 47.1.1 Payment for Item 1 of Schedule 2 the Schedule of Requirements shall be claimed monthly in arrears, i.e. 12 equal instalments of the Contract Annual Price.
- 47.1.2 The monthly payment shall be adjusted for any Service level credits as detailed at clause 46.5.

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
British Forces Social Work Services (BFSWS)	means the specific title used to describe this support service;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
BATUK	means British Army Training Unit Kenya;
BATSUB	means British Army Training Support Unit Belize
BATUS	means British Army Training Unit Suffield (in Canada)
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or Executive Agency
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Officer	means the authority so designated in the Contract;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by 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, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: <ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
Directorate of Children and Young People (DCYP)	means the single Ministry of Defence (MOD) focus for all issues related to service children and young people
DEFCON	Means the MOD DEFCON series which can be found at www.aof.mod.uk
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk

Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Dependent	are the spouses, and children of the military and UK Based Civilian personnel residing in the Overseas locations.
Design Rights	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
EffectiveDate of Contract	means the date specified on the Authority's acceptance letter;
EJSU	means European Joint Support Unit;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
Future Defence Presence (FDP)	means a mainly British Army training and support organisation based in Sennelager Germany;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
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;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Key Performance Indicators	means a series of clearly defined measurable standards used to determine actual performance against clearly specified targets in key areas of service delivery throughout the life of the Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
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;

Joint Service Publications (JSPs)	means an authoritative set of rules or guidelines with defence-wide applicability or interest.
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
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;
MODSAP	Means the Ministry of Defence Saudi Armed Forces Projects;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Population at Risk	means the Dependent populations in the Overseas locations. The Dependent population are the spouses and children of the military and UK Based Civilian personnel residing in these locations.
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).
SANGCOM	means The Saudi Arabia National Guard Communications Project;
Services	means all services (excluding the supply of Articles) which the Contractor is required under the Contract to perform or to fulfil;
Service Children	means children of serving Service Personnel;
Service Communities	means UK Service personnel, UK Based Civilian's, Royal Gibraltar Regiment, Gurkhas, Service dependants, Reservists, Veterans and Cadets;
Service Personnel (SP)	means British Armed Forces Regulars, Gurkhas and Volunteer Reserves of the Royal Navy, Army and Royal Air Force;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short- Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Single Service (sS)	means Royal Navy, Army or Royal Air Force;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

STANAG4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/fags.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

Schedule 2 - Schedule of Requirements

ITEM No.		YEAR 1 (£ ex vat) 1/11/19- 31/10/20	YEAR 2 (£ ex vat) 1/11/20- 31/10/21	YEAR 3 (£ ex vat) 1/11/21- 31/10/22	YEAR 4 (£ ex vat) 1/11/22- 31/10/23	YEAR 5 (£ ex vat) 1/11/23- 31/10/24	Year 6 (Option Year) 1/11/24- 31/10/25
1	Provision of Social Work Services to Service Communities Overseas in accordance with the Statement of Requirement (Schedule 9)						To be agreed

Note 1 The price for each year shall include all costs of the Contractor satisfying his obligations in accordance with the terms and conditions of the Contract. The prices are inclusive of labour, travel costs, materials, equipment, all royalties, licenses and taxes (excluding Value Added Tax). In addition, the price shall further include all risks associated with demand against the Service.

Note 2: A Firm Price for Year 6 (Option Year) shall be agreed between the Authority and the Contractor if and when the Option Year is taken up.

Schedule 3 - Contract Data Sheet

<p>General Conditions</p>
<p>Condition 2 – Duration of Contract:</p> <p>The contract start date shall be 1st November 2019</p> <p>The Contract expiry date shall be: 31st October 2024</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p> <p>N/A</p>
<p>Condition 8 – Authority's Representatives:</p> <p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: [REDACTED] (as per DEFFORM 111)</p> <p>Project Manager: [REDACTED] (as per DEFFORM 111)</p>
<p>Condition 19 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial (as per DEFFORM 111)</p> <p>Contractor: Core Assets Group Limited, Malvern View, Saxon Business Park, Hanbury Road, Bromsgrove B60 4AD</p>
<p>Notices can be sent by electronic mail? Yes</p>

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Contract Management Board, Local Safeguarding Boards and Local Commander/Contractor Meetings as a minimum.

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Quarterly Contractor's Report

Reports shall be Delivered to the following address:

To the Designated Officer

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? **No**

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 20 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:

Contractor is to implement a Quality Assurance Framework as detailed in Table 2 Schedule 10 Statement of Requirement. Contractor must adhere to ISO 90001 or equivalent.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: **N/A**

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances: N/A

A completed Schedule 6 (Hazardous Contractor Deliverables, 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)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable

or by the following date: _____

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial) to be Delivered by the following date: **N/A**

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? **No**

Applicable to Line Items: N/A

If required, does the Contractor Deliverables require traceability throughout the supply chain?
No

Applicable to Line Items: N/A

Condition 28.b – Delivery by the Contractor: N/A

Condition 28.c - Collection by the Authority: N/A

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days.

Condition 32 – Self-to-Self Delivery: N/A

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items: Not Applicable

Clause 46.4 refers

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination for convenience shall be three (3) months.

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
 - d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

- a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.
- b. The Price Change Mechanism at Schedule 8 will apply to a Change which results in a Relevant Transfer provided that:
 - i) Additional services (meaning services not included within the Services) are to be included within the contract in accordance with Schedule 4; and
 - ii) The contract for the additional services is not awarded to the incumbent contractor who is already providing those services; and
 - iii) The Authority is not able to provide full employee liability information for the additional services. If full employee liability information is provided by the Authority the price change mechanism set out at Schedule 8 shall not apply.

Schedule 5 - Contractor's Commercial Sensitive Information Form

Contract No: 700000791
Description of Contractor's Commercially Sensitive Information: Annual Contract Prices
Cross Reference(s) to location of sensitive information: Schedule 2 – Pricing Schedule
Explanation of Sensitivity: Disclosure of annual prices would prejudice the commercial interests of Core Assets. The information is commercially sensitive and its disclosure would enable competitors to use it to further their business to the detriment of Core Assets.
Details of potential harm resulting from disclosure: Disclosure of the above confidential information could have a prejudicial effect on future procurement exercises meaning that public bodies would be unable to achieve best value for money.
Period of Confidence (if applicable): The period of the Contract plus 3 years thereafter.
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Managing Director - CACS Address: Malvern View, Saxon Business Park, Hanbury Road, Stoke Prior, Bromsgrove, Worcestershire B60 4AD Telephone Number: [REDACTED]

Schedule 6 - Acceptance Procedure (i.a.w. condition 29)

As described in condition 29.

Schedule 7- Protection of Personal Data

Annex A - Part 1: Schedule of Processing, Personal Data and Data Subjects (Schedule 7)

Schedule7 Processing, Personal Data and Data Subjects

This Schedule shall be agreed by the Authority and the Contractor who shall act as Joint Controllers.

1. The contact details of the Data Protection Officers for the Parties are as follows:

Authority: as per Box 2 of the DEFFORM 111 Appendix to Contract

Contractor: [REDACTED] Director of Information, Malvern View, Saxon Business Park, Hanbury Road, Stoke Prior, Bromsgrove, Worcestershire B60 4AD. Tel: [REDACTED]

2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
3. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of The Provision of Social Work Services for Overseas Service Communities. The purposes and means of processing personal data pursuant to the provision of Social Work services will be determined by both parties.

Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p>Safeguarding</p> <ul style="list-style-type: none"> - All aspects of safeguarding including s47 type enquiries relating to the protection of children. Maintenance of the database of children subject to child protection plans. Safeguarding level 3 training for the community. - Protection of adults at risk – the delivery of a Victim Safety Worker programme in support of the MARAC process. <p>Children in Need</p> <ul style="list-style-type: none"> - Support to children and families in need of services as identified by multi agency assessments <p>Fostering</p> <ul style="list-style-type: none"> - Recruitment, assessment, training and support of prospective fostering carers <p>Additional Needs and Disability</p> <ul style="list-style-type: none"> - Members of the command AN+D panel
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Duration of the processing	Data will be processed throughout the duration of the Contract
Nature and purposes of the processing	Data will be collected structured and stored on MoD and the Contractors internal systems. Data shall be transmitted and disclosed for the purposes of carrying out statutory and non-statutory social services provision.
Type of Personal Data being Processed	Name, Address, Contact details, Medical Records, Education/Qualification details, Criminal Records, Race, Sexual orientation, Religious Beliefs
Categories of Data Subject	Persons Referred, persons whose personal data is provided (by service users and others) in the course of a service being provided, MoD and contractor's Staff, Service Users, 3rd Party Agency personnel.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Following the end of the Contract, the Contractor will provide the Authority with all records of personal information held. The Authority will dispose of this information in accordance with MoD policy.</p>

Annex A - Part 2: Schedule 7 for Joint Controller Agreement

General

- 1.1 The parties acknowledge that for the purposes of the Data Protection Legislation, both the Authority and the Contractor are Joint Controllers and the Contractor is the Processor.
- 1.2 In the Performance of the Contract, the Authority and Contractor shall each comply with its obligations under the GDPR as Joint Controllers.
- 1.3 The Processor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe Data Protection Legislation.
- 1.4 The Contractor shall be responsible as joint controller and processor for data concerning the following activities commissioned on behalf of the Authority;
 - a) referrals and Enquiries
 - b) client interviews and assessments
 - c) reports
 - d) information Sharing
 - e) subject Access Requests
 - f) activities relating to fostering services
 - g) data disclosure to third parties e.g Emergency Services
 - h) data obtained from and for any others means connected with the service provision.

Data Subject Rights

- 1.5 The Contractor shall be responsible for handling requests from Data Subjects for the right to access to their data, on behalf of the Joint Controllers. The point of contact for Data Subject Requests is as specified at the beginning of this Schedule 7.
- 1.6 The Contractor shall notify the Authority as soon as reasonably practical and no later than ten business days of receiving a written request from a Data Subject, or a Third Party on behalf of a Data Subject, to have access to that Data Subject's Personal Data. Thereafter the Authority and the Contractor will liaise to ensure that the Data Subject Request is handled in accordance with Data Protection Legislation.
- 1.7 Following notification to the Authority, the Contractor shall be responsible for processing and providing information to Data Subjects on request all of the information required as per Article 15 and 22 of the GDPR regulations.
- 1.8 The Contractor shall maintain a record of the number of Data Subject Requests, received directly by the Contractor, and the timescales in which the requests and any supporting Personal Data or relevant information were forwarded to the Authority; and provide this information to the Authority from time to time, as requested.
- 1.9 In respect of New Service Users the Contractor shall provide the Data Subject's with copies of information held in accordance with Articles 13 and 14 of the GDPR regulations within 15 Business days.

Data Impact Assessment

1.10 The Authority and the Contractor shall provide all reasonable assistance to each other in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, subject to joint agreement, include:

- a) a systematic description of the envisaged processing operations and the purpose of the processing;
- b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

Security Measures

1.11 The Contractor, in relation to any Personal Data processed in connection with its obligations under this Agreement, shall:

- a) maintain records of Processing in accordance with Article 30 GDPR.
- b) process that Personal Data only in accordance with this Schedule 5 unless required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- c) process the Personal Data only to the extent, and in a manner, necessary for the performance of the Contract and as the Data Protection Legislation requires;
- d) process the Personal Data only for the period necessary to meet the Contractor's obligations under the Contract and dispose of the Personal Data in accordance with the Authority's reasonable written instructions. The Authority shall respond to a request from the Contractor for disposal instructions for the Personal Data within twenty working days except where otherwise stated in the Contract;
- e) not process Personal Data outside the European Economic Area without the prior written consent of the Authority and the following conditions are fulfilled:
 - (i) the Joint Controllers have provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Joint Controllers.
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist both parties in meeting their obligations); and
- f) take reasonable steps to ensure that any employees and agents of the Contractor who have access to the Personal Data have the necessary probity by undertaking the Government's Baseline Personnel Security Standard or other standard as specified in the Contract;
- g) procure that all subcontracts for the Processing of Personal Data under the Contract are subject to terms substantially the same as and no less stringent than the terms contained in this Condition.
- h) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measure

i) Ensure that:

- (i) the Contractor's personnel do not process Personal Data except in accordance with this Agreement
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Subcontractor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless agreed by the Joint Controllers or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data.

1.12 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with Clause 1.10

1.13 The Contractor shall permit the Authority, subject to reasonable prior written notice and to reasonable and appropriate confidentiality and other undertakings, to audit and inspect the Contractor's facilities and processes for processing the Personal Data under the Contract and shall comply with all reasonable requests or directions by the Authority to enable the Authority to verify that the Contractor is in compliance with its obligations under this Condition.

1.14 Ensure all information held by the Contractor compiled during the course of the Contract, or previous contracts with the Authority, that may reasonably be required by the Authority, will be shared with the Authority. This is to ensure continuity of the provision of SWS to members and former members of the Service Communities and ensure compliance with UK Regulations. The Authority will require the Contractor to ensure that, to the extent permissible by law, the information to which the contract applies will be disclosed to the Authority itself or to any contractor appointed by the Authority, subject to such restrictions or conditions of confidentiality as may be required under applicable law

1.15 Not assert or use any ownership of any form intellectual property rights to prevent any of the above. The Contractor shall collate, maintain, share (in accordance with the directions of the Authority), preserve and transfer (to the Authority or to a future contractor), in a format and for such periods of time as required by the Authority, records and statutory registers in relation to children, families and adults provided with SWS. Records shall be kept electronically, wherever possible

1.16 The Contractor shall promptly notify the Authority in writing as soon as it is aware of the following:

- a) receives a Data Subject Request (or purported Data Subject Request)
- b) receives a request to rectify, block or erase any Personal Data
- c) receives any request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) Becomes aware of a data loss event.

1.17 The Contractor's obligation to notify under clause 1.13 shall include the provision of further information to the Authority in phases, as details become available.

1.18 Where an Incident occurs as a result of breach of the Contractor's obligations under this Condition, the Contractor shall investigate the Incident and notify its Data Protection Officer and if necessary make a referral to the Information Commissioner and inform the Data Subjects;

1.19 Where reasonably practicable and lawful, in co-operation with the Authority, take appropriate and reasonable steps to manage the direct impact of the Incident and minimise the likelihood of such an Incident happening again. This shall include complying with the Authority's reasonable requests or directions to implement appropriate technical and organisational security measures.

Subcontracting

1.20 Before allowing any Subcontractor to process any Personal Data related to this Agreement, the Contractor must:

- a) only subcontract the Processing of Personal Data under the Contract to those subcontractors identified by the Contractor to the Authority at the time of entering into the Contract; and
- b) notify the Authority in writing of the intended Sub-processor and processing; and provide the Controller with such information regarding the Sub-processor as the Authority may reasonably require.
- c) obtain the written consent of the Authority; which shall not be unreasonably withheld, to subcontract Data Processing to any other subcontractor not identified under Clause 1.17.

1.21 Upon receipt of a request for consent under Clause 1.20 above, the Authority shall reply in writing within twenty business days. In response, the Authority shall:

- a) grant consent;
- b) refuse consent, stating the reasons; or
- c) request a reasonable extension of time to be agreed to conduct reasonable investigations into the suitability of the subcontractor, giving due consideration to any representations from the Contractor regarding the potential impact of that extension on the Contractor's ability to perform its

obligations under the Contract.

The Authority shall not unreasonably withhold consent under this Clause.

1.22 If approved the Contractor in its role as processor shall

- a) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- b) Provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

1.23 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.24 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Joint Controllers may on not less than 30 Working Days' notice to either party amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Complaints under the Data Protection Legislation

1.25 Taking into account the nature of the processing, both parties shall provide each other with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.13 and insofar as possible within the timescales reasonably required including by promptly providing each other with;

- a) Full details and copies of the complaint, communication or request;
- b) such assistance as is reasonably requested by either party to enable both parties to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c) assistance as requested following any Data Loss Event;
- d) assistance with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.26 The Contractor shall provide the Authority at its request with any Personal data it holds relating to the Data Subject.

Liabilities and Authorities Remedies

1.27 If the Contractor:

- a) commits a material breach of this agreement or within a period of twelve months commits a series of breaches of this agreement resulting in an Incident or a series of Incidents occurring; or
- b) refuses or fails to comply with the Authority's reasonable requests or directions under Clause 1.16 above within the period reasonably specified by the Authority or otherwise agreed with the Contractor; or

- c) within twelve months of the Contractor having complied with the Authority's reasonable requests or directions under Clause 1.16 above, commits a further breach of this Condition; or
- d) commits an act of gross negligence or wilful misconduct in respect of his obligations under this Condition; the Authority shall, subject to giving prior written notice to the Contractor have the right to terminate:
 - (i) the whole Contract if the Data Processing activities are the sole purpose and requirement of the Contract or if the requirement of the Contract is wholly dependent on the Data Processing activities; or
 - (ii) the part of the Contract relating to the unperformed Data Processing activities where the Data Processing activities are a discrete item on the Schedule of Requirements or are otherwise severable.

1.28 In exercising its remedies under this Condition, the Authority shall:

- a) act in a reasonable and proportionate manner having regard to such matters as the gravity of the breach and the identity of any individual whose actions in handling Personal Data may have resulted in that breach of this Condition;
- b) give all due consideration, where reasonably appropriate, to action other than termination of the Contract, including without limitation:
 - (i) requesting or directing the Contractor to take appropriate steps under Clause 1.16;
 - (ii) where a breach of this Condition is caused by the actions of a subcontractor, where the subcontract is a discrete subcontract for Data Processing activities under the Contract alone, directing the Contractor to procure the termination of the relevant subcontract or, where the subcontract is not such a discrete sub-contract, to exclude the relevant subcontractor from Processing Personal Data in connection with the Contract; or
 - (iii) requesting the Contractor to instigate formal disciplinary proceedings in accordance with the Contractor's disciplinary procedures where there is proven wilful misconduct or gross negligence by an employee of the Contractor in handling Personal Data in breach of this Condition, or that the Contractor requests this of its subcontractor as applicable.

1.29 The Authority shall have no right to terminate the Contract in whole or in part under Clause 1.25 where the Authority has been informed in writing by the Contractor of the circumstances that gave rise to the breach or breaches and has not instructed the Contractor to take the appropriate and reasonable steps under Clause 1.16 of this Condition.

1.30 Both the Authority and the Contractor shall share joint liability in respect of their roles of Joint Controllers for any acts of omissions contrary to the GDPR regulations. The Contractor shall accept full liability for any acts or omissions contrary to the GDPR regulations in its role as Data Processor.

Schedule 8 Price Change Mechanism

Assumptions on which TUPE costs are to be priced:

8.1 The Authority and the Contractor agree that:

a) The Contractor has based the employment costs used to calculate the contract price on the information provided by the Authority, reasonable assumptions and information otherwise available to the Contractor, whether in the public domain or otherwise, such employment costs as detailed here

[REDACTED]
("Contractor's Detailed Statement of Employment Costs).

b) Where staff have transferred under the TUPE Regulations from the Previous Contractor to the Contractor, and this results in the Contractor incurring reasonable additional employment costs (the "additional TUPE costs"), the Contractor may request in writing a reasonable adjustment to the contract price to meet the additional TUPE costs provided that:

- i) such additional TUPE costs were not reasonably foreseeable at the time that the Contractor calculated the contract price;
- ii) the Contractor has mitigated the additional TUPE costs so far as is reasonably possible;
- iii) the additional TUPE costs shall be no more than 5% of the agreed contract Price; and
- iv) the additional TUPE costs do not arise as the result of an act or omission of the Contractor.

c) The Contractor shall produce such evidence in relation to the additional TUPE costs (including but not limited to how such additional TUPE costs have been calculated and any measures taken to mitigate such additional TUPE costs) as the Authority may reasonably require as soon as is reasonably practicable and in any event no later than 28 days following the receipt of the Authority's written request. No adjustment to the contract price shall be made where there is a failure to produce such evidence within this timescale or where the Authority considers such information deficient or insufficient in any way.

8.2 The Parties agree that any claim for additional TUPE costs shall be submitted no later than three months after the Relevant Transfer Date. For the avoidance of doubt, the Parties further agree that no adjustments shall be made to the contract price in respect of the additional TUPE costs referred to at 8.1 above where the claim for such additional TUPE costs is submitted more than three months following the Relevant Transfer Date

8.3 The Parties agree that any adjustments to the contract price under 8.1 above for each Relevant Transfer shall be made at the same time which shall be no earlier than three months after the Relevant Transfer Date.

Schedule 9 STATEMENT OF REQUIREMENT (SOR) FOR THE PROVISION OF BRITISH FORCES SOCIAL WORK SERVICES (BFSWS) TO SERVICE COMMUNITIES OVERSEAS

Overview of the Requirement

1. There is a requirement in MOD policy¹ to promote and maintain the welfare of Service Personnel (SP) and of the Service Community². The provision of Social Work Service (SWS) is a significant contributor to this requirement. As far as possible³, a SWS primarily seeks to replicate the elements of statutory social work provided by local authorities in the UK but to a range of overseas MOD settings⁴ and as detailed in this Statement of Requirement (SOR).
2. This SOR provides the overall service requirement and details statutory services which would be provided in the UK by a local authority, because that local authority is under a statutory duty to provide those services⁵. In general, those services are not provided by the Authority for the specified overseas Service Community as a matter of statute, but as a matter of policy.
3. Appendix 2 gives full details of the Service requirement, and indicates relevant legislation and policy.
4. The SWS shall account for the current Service Communities defined in this SOR and be able to respond to changes in population numbers, demographic changes and dispersion of personnel throughout the area of coverage listed in Appendix 1, and the potential for additional locations to be added in the future within scope of the Terms and Conditions of the contract and SOR.

Background

5. In general, UK legislation (such as the Working Together to Safeguard Children 2018, Children Act 1989 and 2004) does not apply outside the UK. UK legislation which does apply includes the Armed Forces Act 1991 (AFA) and regulations made under that Act. AFA provides for assessment orders and protection orders for the emergency protection of children. These orders are made by a Judge Advocate. The Contractor shall therefore make provision for initiating and implementing orders made under the AFA.

Intent

6. This SOR supports the intent to establish a SWS capability to have the Populations at Risk (PAR), identified in this SOR, suitably supported on a regular basis, and for additional Service Community members to be supportable from time to time.

¹ JSP 770 v12 Paragraph 1.1.01, Tri Service Operational and Non-Operational Welfare Policy of Jul 17: "The nature of military activity and way of Service life set Armed Forces communities apart from many areas of civilian society. The critical connection between welfare and operational effectiveness affirms that the support provided for Service personnel and their family is 'core' Armed Forces business".

² The 'Service Community', is defined in JSP 770 v12, Paragraph 1.1.21 as "UK Service personnel, UK-Based Civilians, Royal Gibraltar Regiment, Gurkhas, Service dependants, Reservists, Veterans and Cadets". 'Entitled' or 'eligible' refers to their confirmed status within an Overseas Base (OvB).

³ JSP 770 Paragraph 1.1.05.f: "to provide overseas, as far as is reasonably practicable, the services that are normally available in England, through Service specialist welfare organisations"; at Paragraph 1.1.05.a: "to underscore the primacy of the Chain of Command, who are responsible for the welfare support of those personnel under their command and their entitled families"; at Paragraph 1.1.02: "Overseas commands, where possible, are required to comply with the spirit of appropriate English legislation"

⁴ JSP 834, Part 1, Paragraph : "The MOD has, or has assumed, a duty to ensure that safeguarding and child protection procedures are in place, wherever there are children of Service personnel, UK based Crown Servants or contractors who are subject to Service law while working overseas or any child who is staying, for however short a time, with such families."

⁵ JSP 770, Para 1.1.10: "Statutory welfare provision is that which is provided by the state/local authorities as a result of legislation. Such support would include provision under the NHS and Social Services. In overseas commands the Theatre Commander is responsible for the provision of welfare services which, wherever practicable and manageable, conform in type, scope and standard to that required by statute in England (whilst taking into account variations in the welfare systems of Scotland, Northern Ireland and Wales)".

7. This capability shall be referred to as the “British Forces Social Work Services (BFSWS)”.
8. The Contract Owner, contractually referred to as ‘the Authority’, shall be the Ministry of Defence.

Scope

9. The Services shall be delivered to all eligible personnel in Service Communities or individual posts as listed in Appendix 1 to this Annex. If the MOD opens other locations, or establishes other singleton posts, they may be brought into scope at a future date and during the life of the contract, and subject to funding and contract amendment. Future demographic changes, social trends, operational commitments and the fluid nature of an overseas Service population cannot be predicted. The figures at Appendix 1 are provided to inform parties only, are not guaranteed and are not an indication of the likely demand. Standard monitoring meetings to predict and manage changing requirements will be employed once contract starts.

Working Hours

10. Some Statutory services, as specified in Table 1 of Appendix 2, shall be available on a 24/7 basis.

Overall Service Requirements

11. The Contractor shall meet the Service Specifications at Appendices 2. In meeting these Service Specifications the Contractor shall:

- a. Note that overseas for MOD, social care and welfare are provided to a dependency in a Defence environment, differing from UK. Issues unique to the Defence environment may arise, creating needs in social care. The Contractor will need to develop familiarity with Defence systems, practices and procedures, and the Authority shall offer every assistance. The Contractor shall also make its best effort to understand, work and integrate with the organisational environment, especially as regards the roles of the local military chain of command and second line or specialist welfare providers.
- b. Perform its obligations under the Contract in accordance with all applicable laws and regulations. “Laws” in this context shall mean all local, national and directly applicable supra-national laws in force, plus the relevant JSPs 770 and 834. Notwithstanding DEFCON 529, such laws may be laws other than English law.
- c. The Contractor shall ensure compliance with Safeguarding Children procedures consistent with the requirements of “Working Together”, JSP 834, and the local Command’s relevant orders and Instructions issued from time to time.
- d. Understand that the presence of British Forces in overseas locations is generally governed by treaties with the Host Nations and in particular by a Status of Forces Agreement. In some instances these arrangements confer primacy in social work matters on the Host Nation. The Contractor will be required to act consistently with the relevant treaty, as amended from time to time. Except where specified otherwise in Appendix 2, the Contractor shall have primacy in matters of statutory social work provision, on behalf of the Authority. If exceptions arise, the Authority shall outline the Contractor’s role and responsibilities.
- e. Work in a manner which is consistent with the relevant treaty or agreement with the Host Nation and, where applicable, in a way which is consistent with the local Host Nation’s relevant laws, procedures and agencies.

- f. Contribute to the Safeguarding Agenda and to local Command welfare-related policy, planning and procedures, and develop and maintain an understanding of specific local needs and circumstances.
- g. Provide services in cooperation with other agencies which exercise functions or are otherwise engaged in activities in relation to children in need, looked-after children, children in need of protection, and Adults at Risk⁶.
- h. Comply with and promote good practice by working cooperatively with relevant stakeholders. For these purposes, "relevant stakeholders" include the MOD Authority, UK local authorities, other welfare providers and Host Nation agencies.
- i. Ensure all information held by the Contractor compiled during the course of the Contract, or previous contracts with the Authority, that may reasonably be required by the Authority, will be shared in accordance with JSP 834. This is to ensure continuity of the provision of SWS to members and former members of the Service Communities and ensure compliance with UK Regulations. The Authority will require the Contractor to ensure that, to the extent permissible by law, the information to which the contract applies will be disclosed to the Authority itself or to any contractor appointed by the Authority, subject to such restrictions or conditions of confidentiality as may be required under applicable law.
- j. Not assert or use any ownership of any form of intellectual property rights to prevent any of the above. The Contractor shall collate, maintain, share (in accordance with the directions of the Authority), preserve and transfer (to the Authority or to a future contractor), in a format and for such periods of time as required by the Authority, records and statutory registers in relation to children, families and adults provided with SWS. Records shall be kept electronically, wherever possible.
- k. Provide and bear the costs of specialist assessments, translation and interpreting work where required. British English shall be used as the standard language for daily Contractor-provided services.
- l. Provide services that satisfy the requirements laid down in relevant UK statutory guidance, including the requirements detailed in Appendix 2.
- m. Have a complaints management policy and allegations process in place which complies fully with the Authority's requirements⁷.
- n. Comply with requirements in relation to the provision of activity and performance information as determined by the Authority.
- o. Have robust objective risk management procedures in place that monitor and manage both risks to service users, their employees and to others.
- p. Ensure staff receive professional supervision, and work in accordance with approved guidelines, protocols including referral protocols and UK professional standards.
- q. Operate with regard to Section 11 of the Children Act 2004.
- r. Publish a threshold document, which sets out the criteria for action in a way that is transparent, accessible and easily understood in accordance with the requirements of Working Together⁸.

⁶ "Adults at Risk", previously referred to as "Vulnerable Adults".

⁷ IAW Local Safeguarding policies and safeguarding legislation i.e. The Care Act 2014 and JSP 834.

⁸ Working Together to Safeguard Children 2018, Chapter 1, Paragraph 16 refers.

- s. Be responsible for and bear the cost of training its own employees. The Contractor shall include Service and Authority employees on specific courses on an opportunity basis.
- t. Represent the Authority on a case by case basis with UK Local Authorities and with the Host Nation, and give professional advice, as required.
- u. Contribute to welfare developments through liaison and regular management meetings (as shown in Appendix 4), and casework meetings as required by the Authority.
- v. Attend Local Safeguarding Boards (or Committees/Partnerships) and be required to provide trend analysis to assist with identifying areas of concern that might require appropriate action to address.
- w. Provide a quarterly report to the Authority based upon the agreed objectives, specifications, Key Performance Indicators (KPI) and Management Information (MI) requirements laid down at Appendix 3. It shall seek, where data is available, to compare the figures in the MI relating to the Service Communities to whom the services are provided, against UK National statistics, unless the Authority decides otherwise. This Contractor's Quarterly Report shall also comment on current performance and progress in implementing Action Plans deriving from any audits.

Staff and Other Personnel

- 12. The Contractor shall ensure that its staff are suitably registered, qualified, experienced, trained⁹ and vetted to "Security Check (SC)" level. The Contractor shall not appoint staff until the necessary Security Vetting is received in accordance with the current Authority procedures extant at the time¹⁰. Very occasionally and only in exceptional circumstances, in advance of Defence Vetting confirmation, the Contractor may ask the Authority to accept their prospective employee pending receipt of security clearance. However, such an agreement shall be on the basis that staff shall be removed at the Contractor's expense if an application for vetting is unsuccessful.
- 13. Contractor staff are also to be cleared at the appropriate level by the Disclosure and Barring Service.
- 14. The Contractor shall ensure that its staff have a working understanding of the security and classifications for information on paper / electronic systems in accordance with JSP 440, Part 2, Leaflets 8 and 9.
- 15. The Contractor's staff shall follow all relevant professional codes of practice, standards, guidelines, regulations and directives.
- 16. The Contractor shall ensure that:
 - a. It can evidence to the Authority that all Social Workers are registered to practice with the relevant UK regulatory body.
 - b. RSW hold as a minimum PQ Level 1 or have 3 years experience of operational social work practice within children and family settings undertaking statutory type social work.
 - c. All staff are supported through regular supervision.
 - d. Training and development is provided to ensure that its staff are kept up to date with current best practice and understanding.

⁹ Including the requirements of JSP 834 Pt 2 (V4.0 May 15), Safeguarding Training Matrix.

¹⁰ JSP 440 - Defence Manual of Security, Resilience and Business Continuity, Leaflet 7

e. All staff receive an annual performance appraisal, a main purpose of which shall be to ensure the continuous professional development of staff.

17. The Contractor shall ensure that professional training and development is in accordance with guidelines set by the appropriate regulating authority.

Contractor Availability to the Authority

18. At all times, the Contractor shall be available to the Authority and a nominated person shall always be empowered to direct any necessary immediate action by Contractor staff. The Contractor shall be responsible for informing the Authority's representative of this Manager's contact details.

Accountability and Quality Assurance

19. Responsibility for the satisfactory delivery of the Services rests solely with the Contractor. The Contractor shall be directly accountable to the Authority (via the nominated representative) for the provision of the SWS. The Contractor shall also liaise and brief on their activity at area and local levels within the main locations on an agreed frequency, as shown in Appendix 4. The Contractor shall cooperate fully with the Authority, and shall provide a Quality Assurance (QA) mechanism that satisfies Appendix 4. This QA process shall enable the Authority to:

- a. Determine with a high degree of confidence, whether and in which ways children, young people and Adults at Risk lives' and situations were improved by the service provided.
- b. Understand how effectively the Contractor is delivering services.
- c. Ensure that an environment that promotes a continuous improvement and learning culture exists in its contracted service delivery.

20. The Contractor shall comply with any request by the Authority to undergo such internal or external quality assurance, monitoring, review or inspection processes. For these purposes the Contractor shall give full and timely access to relevant files and information, however held, to the named inspectors or reviewers.

Information Management

21. The Contractor shall not give to any person, other than its own permanently employed staff and MOD-authorized personnel, access to records and systems in providing these Services, without the permission of the Authority.

22. Cyber Essentials certification will be required by the Contractor at the commencement of contract, Cyber Essentials Plus will be required within 12 months of contract commencement. This standard is to be maintained throughout the term of the contract by the Contractor.

Appendices:

1. Populations at Risk (PAR)
2. BFSWS - Service Specification
Table 1 – Children
Table 2 – Adults at Risk
3. Table 1 – Key Performance Indicators (KPIs)
Table 2 – Management Information (MI)
4. Table 1 – Governance
Table 2 – Assurance

Populations at Risk (PAR)

1. The figures in this Appendix are provided to inform parties only, and are not guaranteed and are not an indication of the likely demand. Standard monitoring meetings to predict and manage changing requirements will be employed once the contract starts.

2. If the MOD opens other overseas locations, or establishes other singleton posts they may be brought into scope at a future date and during the life of the contract.

**Service Person figures exclude Single and Married Unaccompanied as the majority of demand is expected to be from family situations.*

EJSU (as at 31 Jul 18)

Location	*Service Person	Spouse	Accompanying Children
Albacete (Spain)	5	4	4
Torrejon (Spain)	13	13	14
Valencia (Spain)	1	1	2
Getafe (Spain)	2	2	1
Cadiz (Spain)	1	1	0
Madrid (Spain)	3	3	4
Brunnsum (Netherlands) – Glons, Geilenkirchen, MCCE Eindhoven & Exchange Posts Netherlands	87	87	129
Brussels	54	54	48
Bulgaria – Sofia	0	0	0
Estonia – Tallinn	1	1	1
Latvia – Riga	2	2	5
Lille	4	4	15
France	49	49	102
Lithuania – Vilnius	1	1	0
Poland	4	4	8
Romania	2	2	2
Greece	1	1	2
Istanbul-Ankara	4	4	1
Izmir (Turkey)	19	19	20
Lisbon (Portugal)	4	4	1
Poggio, DACCC, Poggio Renatico (Italy)	16	16	14
Milan	17	17	18
Turin	1	1	3
Naples – Rome	99	99	178
Latina (Italy – <i>but numbers transfer and add to Lisbon during 2019</i>)	4	4	8
NW Germany (<i>less FDP Sennelager – below</i>): Münster, Wesel, Flensburg, Norvenich, Cologne, Jever, Kalkaur, Goch, Uedem, Berlin, Hamburg,	41	41	41
Ramstein – Oberammergau, Munich, Sonthofen, Blackwater	60	60	68
SHAPE – Mons, Casteau (Belgium)	163	163	196
Stavanger – Jatta (Norway)	20	20	30
Total	678	677	915

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
Total Dependants			1592

BATUS (as at 22 Aug 18)

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
Canada	172	165	145
Total Dependants			310

BATUK (as at 27 Jul 18)

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
Kenya	77	76	133
Total Dependants			209

BATSUB (as at 9 Mar 18)

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
Belize	10	10	15
Total Dependants			25

Future Defence Presence Germany (Planning figures)

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
Sennelager	250	TBC	TBC
Total Dependants			500

USA (as at 1 Oct 18)

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
USA (all locations)	865	743	1019
Total Dependants			1762

Saudi Arabia

<i>Location</i>	<i>*Service Person</i>	<i>Spouse</i>	<i>Accompanying Children</i>
SANGCOM	83	51	55
MODSAP	101	68	65
Total Dependants			239

Total planning figure: 4637

BRITISH FORCES SOCIAL WORK SERVICES – SERVICE SPECIFICATION

1. The tasks set out in this specification have been developed by reference to services provided by local authorities in the UK, the policy within JSP 834 (Safeguarding) and Working Together to Safeguard Children 2018. The Contractor shall provide the statutory services listed in Table 1 below, give advice and support to some of the statutory services where detailed, and provide services relating to Adults at Risk in Table 2, to the Service Communities as listed in Appendix 1¹¹.
2. The precise service provided in each location will be dependent on host nation Local Authority arrangements, taking into account local circumstances with regard to primacy.
3. The authority aims to replicate, so far as possible, standards and services applicable in England. “So far as possible” means taking into account the conditions in different overseas locations as well as resource constraints. In order to assess the standard that is applicable in England the Authority will refer mainly to the latest versions of the following legislation and guidance. The:

<ol style="list-style-type: none"> a. Armed Forces Act 1991 b. Children Act 1989 c. Children Act 2004 d. Current version of “Working Together to Safeguard Children” statutory guidance e. Armed Forces (Protection of Children of Service Families) Regulations 2009. 	<ol style="list-style-type: none"> f. The Care Act 2014 g. Mental Capacity Act 2005 h. Human Rights Act 1998 i. The Children and Social Work Act 2017
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TABLE 1 – CHILDREN

Ser.	General Requirements
1.	<p>The Contractor shall:</p> <ol style="list-style-type: none"> a. Provide a 24 hour 365 days per year flexible and responsive statutory social work service to meet the needs of Children, Families and Young People within the Service Communities.

¹¹ 2. If the MOD opens other overseas locations, or establishes other singleton posts they may be brought into scope at a future date and during the life of the contract.

- b. Represent the Authority by making effective contribution to the Children Safeguarding Agenda through provision of representation on Safeguarding meetings (by VTC/Conference Call if necessary).
- c. Work proactively and in close conjunction with the MOD's Authority and all other agencies across the Service Communities.
- d. Ensure that all current and future practice in delivering the service specification conforms in type, scope and standard to that required by statute in England¹².
- e. When directed by the court, supply reports.
- f. When requested by Local Authorities in the UK, share information appropriately.
- g. Ensure accurate recording within case files occurs, is monitored through supervision, and regular case file audits happen.
- h. In consultation with the Authority, ensure that services respond to local needs and can match emerging trends and themes.
- i. Publish a threshold document, which sets out the criteria for action in a way that is transparent, accessible and easily understood in accordance with the requirements of Working Together.
- j. Give an appropriate level of feedback to the referrer within agreed timescales, as described in Working Together.
- k. Gather the views of children and their families of the services provided and use to influence future service development and provision for children.
- l. Ensure robust quality assurance, which is to take place by way of audit, monitoring, review and inspection measured against the KPIs. The outcome of this process to be reported to the Authority at regular intervals as decided by the Authority but at no greater than three monthly intervals. The report to include proposed remedial actions for shortfall or those developmental needs that are identified.

¹² JSP 770, Para 1.1.10 (Ver 12, Jul 17): Statutory welfare provision is that which is provided by the state/local authorities as a result of legislation. Such support would include provision under the NHS and Social Services. In overseas commands the Theatre Commander is responsible for the provision of welfare services which, wherever practicable and manageable, conform in type, scope and standard to that required by statute in England (whilst taking into account variations in the welfare systems of Scotland, Northern Ireland and Wales).

Ser.	m. Engage positively with all Authority and externally commissioned quality assurance arrangements for all aspects of the service. Details are in Appendix 4.
Specific Requirements	
2.	<p>Initial response.</p> <p>a. The Contractor shall provide a 24 hour 365 day per year contact, referral and assessment service that has a clear understanding of thresholds. This will be termed the "Central Referral Team" as this title is used in many pan-MOD policies/publications/websites.</p> <p>b. The Contractor shall provide an initial response to calls or referrals within 1 hour.</p> <p>This service is to include:</p> <p>Children with Universal Needs</p> <p>c. "Children with universal needs" means those children and young persons who have no additional support needs as they are doing well and have their health, development and achievement needs met by delivery of universal services.</p> <p>d. The Contractor shall provide advice and signposting to the appropriate provider for children and families with universal needs.</p> <p>Early Help</p> <p>e. "Early Help" means providing support as soon as a problem emerges, at any point in a child's life, from the foundation years through to the teenage years. Early help can also prevent further problems arising; for example, if it is provided as part of a support plan where a child has returned home to their family from care, or in families where there are emerging parental mental health issues or drug and alcohol misuse.</p> <p>f. The contractor should work in partnership with local providers to identify early help services and help agencies understand their role.</p> <p>g. The threshold document should include the process for any Early Help assessment and the type and level of Early Help services to be provided.</p> <p>Child/Children in Need – including Children with Disabilities</p>

- h. A child is a "Child in Need" if he/she is unlikely to achieve or maintain a reasonable level of health or development, or whose health and development is likely to be significantly or further impaired, without the provision of services; or a child who is disabled.
- i. The Contractor shall provide intervention in the form of a Child In Need (CIN) Social Work Assessment within timescales prescribed in Working Together.
- j. The assessment triangle in Working Together provides a model, which should be used to examine how the different aspects of the child's life and context interact and impact on the child.
- k. Where the assessment identifies that a child is in need and the outcome is continued social work involvement, the Registered Social Worker (RSW) should agree a plan of action. The plan should be 'SMART'¹³ and set out what services are to be delivered, and what actions are to be undertaken, by whom and for what purpose.
- l. CIN plans shall include contingency arrangements to escalate the level of response should the CIN objectives not be achieved.
- m. CIN plans should be reviewed at regular intervals within locally agreed timeframes to analyse whether sufficient progress has been made to meet the child's needs and the level of risk faced by the child. Reviews shall be recorded within the plan and signed off by a RSW Team Manager.
- n. CIN plans shall include evidence that the child/ren's wishes and feelings are recorded and taken into account.
- o. The Contractor shall provide a RSW as "Lead Worker" (Lead Professional) to implement CIN plans.

Child/Children in Need of Protection

- p. A "Child in Need of Protection" is when it is believed or suspected that the child has suffered significant harm or is likely to suffer significant harm.
- q. The Children Act 1989 introduced the concept of 'Significant Harm' as the threshold that justifies compulsory intervention in family life in the best interests of children. The Act also gives local authorities a duty to make enquiries to decide whether they should take action to

¹³ Specific, Measurable, Achievable, Relevant and Timely

Ser.

safeguard or promote the welfare of a child where there is reasonable cause to suspect that a child is suffering, or is likely to suffer significant harm.

- r. The Contractor shall intervene by emulating the local authority "duty to investigate" as required by Section 47 Children Act 1989, making available suitably qualified registered and experienced social work professionals to undertake single RSW or joint agency (RSW and Police) Section 47 enquiries. The Contractor shall have arrangements in place so that this service is available 24 hours per day 365 days per year, to allow it to comply with the timescales prescribed in Working Together. The Authority places the highest priority on the effective performance of this service.
- s. The Contractor shall assume the role of Lead Agency for assessments under Section 47, it shall provide an experienced RSW to act as Lead Worker (Lead Professional) and it shall operate as the link agency between all service providers, the family and the overseas location's Chain of Command.
- t. The Contractor is responsible for deciding what action to take and how to proceed following section 47 type enquiries, however local host nation primacy arrangements must be considered.
- u. Where concerns of significant harm are substantiated and the child is judged to be suffering or likely to suffer significant harm the Contractor should contact DCYP Safeguarding Unit to convene an Initial Child Protection Conference (ICPC).
- v. The Contractor may be requested to provide an Independent Reviewing Officer (IRO). They are to be a suitably trained social work professional, experienced in child protection at management level or above in Children and Families, and independent of the case.
- w. Any application to the Court for an order would be made to the Judge Advocate under Part III of the Armed Forces Act (AFA)¹⁴, since the Children Act 1989 does not apply outside the UK. However local host nation primacy arrangements must be considered.
- x. For children who are in need of immediate protection a decision shall be made by the Contractor on how to proceed, if removal is required, within 24 hours of receiving a referral (Section 22A Armed Forces Act 1991).
- y. If it is decided that legal proceedings need to be commenced in order to protect a child the Contractor shall:
 - (1) Be prepared to initiate a decision to apply for any assessment order or protection order (or any other child protection measure), with support from local command if this is required.

¹⁴ And as detailed in Memorandum 12 of Practice in the Service Courts Collected Memoranda Ver 5.

- (2) Participate in multi-agency decision making processes to decide on whether to proceed with an application.
 - (3) Be the lead agency in any public law applications, including procuring any necessary legal advice and obtaining and preparing such evidence as is required for any application;
 - (4) If an assessment order or protection order (or any other child protection measure) is obtained, to act in accordance with best social work practice in managing the situation and in particular in deciding whether to actually remove a child.
 - (5) Be capable of acting quickly and responsively in circumstances where proceedings may be needed.
 - (6) Be the link with UK local authorities in the event that public law proceedings may need to be initiated in UK if repatriation is needed.
- z. The Contractor shall ensure that the child protection process remains focused on the child, and the voice of the child is heard.
- aa. The Contractor shall prepare accurate balanced reports for initial and review conferences that set out and analyse what is known about the child and family including:
- (1) A risk analysis based on current and historical information.
 - (2) A recommendation.
 - (3) A Suggested Plan.
 - (4) Views of the Child and Siblings.
 - (5) Views of the Parents/Carers.
- bb. The Contractor shall develop the outline Child Protection Plan into a more detailed inter-agency plan, based on assessment findings. The plan should be 'SMART' and set out what needs to change, by how much, and by when in order for the child to be safe and have their needs met.

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	<p>cc. The Contractor shall review progress by leading regular Multi Agency Core Groups whose aim is to implement the Child Protection Plan, monitor progress and outcomes, and refine the plan as needed.</p> <p>dd. The Contractor shall ensure that children subject to a Child Protection Plan are seen alone and heard by the social worker at an appropriate location and intervals agreed within the Child Protection Plan.</p> <p>ee. The Contractor shall ensure that children within families who are no longer meeting the threshold for a Child Protection Plan are offered child in need services for an agreed timescale if appropriate.</p> <p>ff. If a child subject to a Child Protection Plan moves out of the area to which the plan has been placed then the contractor shall ensure that a 'transfer-in conference' is requested to the LA in the area to which the child will reside, notifying the DCYP Safeguarding Unit of the receiving authority.</p> <p>gg. The Contractor shall ensure that the RSW shall attend any transfer-in child protection conference wherever possible. If it is not possible for the RSW to attend in person, the Contractor shall ensure that, if possible, VTC/Conference Call attendance by the RSW is secured.</p> <p>hh. The Contractor shall ensure that it is represented at the appropriate managerial level to attend initial and review child protection conferences convened by the DCYP Safeguarding Unit.</p> <p>ii. The Contractor shall design, implement and maintain a monitoring system from which they will report to the LSB or LSCB.</p> <p>jj. The Contractor shall assist in repatriation of children and families where it is no longer practicable to offer a safe service in their current location.</p>
3.	<p>Children who are or become "Looked After" and are subject to UK Statutory Review process</p> <p>A local authority may arrange (or assist in arranging) for a child for whom they are providing accommodation by voluntary agreement, to live outside England and Wales with the approval of every person who has parental responsibility for the child. In the case of a child who is in care, the court's approval must be sought.</p> <p>The contractor shall:</p> <p>a. Work with the responsible authority to ensure suitable arrangements are in place for the ongoing supervision and reviewing of the placement in accordance with UK care planning regulations.</p>

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4.	<p>b. Provide support to foster carers, as required, who are deployed overseas.</p> <p>Private Fostering</p> <p>The contractor shall:</p> <ul style="list-style-type: none"> a. Promote awareness of the notification requirements and ensure that those professionals who may come into contact with privately fostered children understand their role in notification. b. On receipt of a notification, take appropriate action in accordance with UK regulations.
5.	<p>Adoption</p> <p>The contractor shall provide:</p> <ul style="list-style-type: none"> a. Advice and guidance to potential adopters. b. Support to adopters and children in partnership with the placing authorities and adoption agencies, pre and post adoption.
6.	<p>Working in Partnership with UK Local Authorities</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> a. Act as the primary point of communication with UK local authorities in relation to overseas statutory social work functions. b. Work cooperatively with UK local authorities, providing information and support as required to ensure that they can discharge their statutory functions.
7.	<p>General</p> <p>The Contractor should be prepared to be involved in:</p> <ul style="list-style-type: none"> a. Child Death Review Process. b. Safeguarding Practice Reviews.

TABLE 2 – ADULTS AT RISK

General Requirements	
1.	<p>The Contractor shall:</p> <ul style="list-style-type: none"> a. Provide a 24 hour 365 days per year flexible and responsive statutory social work service to meet the needs of Adults at Risk within the Service Communities. b. Represent the Authority by making effective contribution to the Adult Safeguarding Agenda through provision of representation on Safeguarding meetings (by VTC/Conference Call if necessary).
2.	<p>Initial contact arrangements</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> a. Receive, record and process initial contacts, and referrals on existing cases. b. Screen referrals for appropriateness, signpost or refer the service user to other agencies if appropriate. c. Allocate the case for social work intervention within locally agreed timescales. <p>Assessment and care management</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> a. When requested, support the assessment of the need for the provision of social care support for Adults at Risk, in conjunction with health and other professionals¹⁵. b. When requested, support the assessment of the need for the provision of social care support for carers of Adults at Risk, in conjunction with health and other professionals. c. Provide or contribute to a written statement of need following an assessment. d. Ensure that all recording on adult files is up to date and monitored through supervision and regular case file audits.
3.	

¹⁵ The Care Act 2014 sets out the local authorities' duties in relation to assessing people's needs.

Set	General Requirements
	<ul style="list-style-type: none"> e. Ensure that cases are reviewed at agreed minimum intervals. f. Liaise as appropriate with UK and overseas Local Authorities.

KEY PERFORMANCE INDICATORS (KPI) AND MANAGEMENT INFORMATION (MI)

1. This Appendix details both KPIs (Table 1) and MIs (Table 2).
2. A KPI is an objective measure of Contractor performance against the Contract's deliverables.
3. The KPIs outlined in Table 1 address the questions of how well contract action keeps children, families, young people and adults safe, and how it improves the welfare of Children In Need. The KPIs are key, both to the social work service provided as well as to the Quality Assessment (QA) process. The Munro Report (2011) articulates expectations that interventions shall make demonstrable differences to children's lives. To meet these expectations, KPIs shall provide information on the quantity of service given (however measured), accurate indication of the quality of that service, and measure consequent impact (outcomes).
4. The KPIs for this contract largely focus on the core business of the service, which is safeguarding and promoting the welfare of children, young people, families and Adults at Risk. Each KPI is designed to show contractual performance in relation to one or more of the following:
 - a. Quantity; namely what work was done.
 - b. Quality; namely how well the work was done.
 - c. Outcome; namely who is better off and how as a result of the interventions.
5. The KPIs in particular will address performance in the following areas:
 - a. Initial screening of work.
 - b. Assessments.
 - c. Planning and Decision Making in regards to CIN (Child in Need), CP (Child Protection) and Initial Child Protection Conference (ICPC) process.
 - d. Service Satisfaction.

TABLE 1 – KEY PERFORMANCE INDICATORS (KPI)

Performance Indicator (PI) Number	Indicator	%age Threshold	Measurement (after noting any Exception Report)	Measurement Methodology	Measurement Timescale	RAG Rating RED/AMBER/GREEN
1. KPI: Initial Screening of Work						
PI 1A	Percentage of contacts acknowledged by the Contractor within 1 hour of receipt.	100%	Number of contacts acknowledged within 1 hour of receipt / Total number of contacts acknowledged.	Management Information. Audit.	3 monthly	Green= 100% Amber= 75%-99% Red = <75 %
PI 1B	Percentage of decisions by the Contractor on course of action made within 1 working day of referral.	100%	Number of decisions on course of action made within 1 working day of referral / Total number of decisions made following a referral.	Management Information. Audit.	3 Monthly	Green= 100% Amber= 75%-99% Red= <75%
2. KPI: Assessment						
PI 2A	Percentage of assessments completed within 45 working days of a referral.	100%	Number of assessments completed within 45 working days of a referral / Total number of assessments completed.	Management Information. Audit.	3 monthly	Green= 100% Amber= 75%-99% Red= <75%
PI 2B	Percentage of assessments that meet good practice standards as outlined in Working Together to Safeguard Children 2018.	100%	Number of files audited which meet good practice standards / Number of files audited.	Management Information. Audit.	3 monthly	Green= 100% Amber= 75%-99% Red= <75%

Performance Indicator (PI) Number	Indicator	%age Threshold	Measurement (after noting any Exception Report)	Measurement Methodology	Measurement Timescale	RAG Rating RED/AMBER/GREEN
3. KPI: Planning and Decision-Making						
PI 3A	Percentage of children on Child In Need (CIN) plans visited in accordance with the timescales agreed in their individual plans.	100%	Number of children visited in accordance with timescales on their plans / Total number of CIN visits	Management Information. Audit.	3 monthly	Green= 100% Amber= 75%-99% Red= <75%
PI 3D	Percentage of Initial Child Protection Conferences (ICPCs) held within 15 working days of the Strategy Discussion commencing S.47 type action.	100%	Number of ICPCs held within 15 working days of Strategy Discussion / Total number of ICPCs due.	Management Information. Audit.	3 Monthly	Green= 100% Amber= 75%-99% Red= <75%
PI 3E	Percentage of Initial Core Groups held within 10 working days of the ICPC.	100%	Number of Initial Core Groups held within 10 working days of ICPC / Total number of Initial Core Groups due.	Management Information. Feedback Audit.	3 Monthly	Green= 100% Amber= 75%-99% Red= <75%
PI 3F	Percentage of Core Groups held within 6 weeks of Initial or previous Core Group.	100%	Number of Core Groups held within 6 weeks of initial or previous Core Group / Total Number of Core Groups due.	Management Information. Audit.	3 Monthly	Green= 100% Amber= 75%-99% Red= <75%
PI 3G	Percentage of first Child Protection Review Conferences held within 3 months of the ICPC.	100%	Number of first Child Protection Review Conferences held within 3 months of ICPC / Total number of first Child Protection Review Conferences due.	Management Information Audit	3 Monthly	Green= 100% Amber= 75%-99% Red= <75%

Performance Indicator (PI) Number	Indicator	%age Threshold	Measurement (after noting any Exception Report)	Measurement Methodology	Measurement Timescale	RAG Rating RED/AMBER/GREEN
PI 3H	Percentage of subsequent Child Protection Review Conferences held within 6 months of First Child Protection Review Conference.	100%	Number of subsequent Child Protection Review Conferences held within 6 months of First Child Protection Review Conference / Total number of Subsequent Child Protection Review Conferences due.	Management Information Audit	3 Monthly	Green= 100% Amber= 75%-99% Red= <75%
PI 3I	Percentage of subsequent RSW visits to Children on Child Protection Plans completed within timescales agreed in each individual plan.	100%	Number of plans reviewed that meet agreed timescales / Total number of plans reviewed against agreed timescales.	Management Information. Audit.	3 monthly	Green= 100% Amber= 75%-99% Red= <75%
4. KPI: Service Satisfaction						
PI 4A	Percentage of complaints within the previous three months that are not resolved within one month of receipt.	15%	Number of complaints resolved within 1 month / Total number of complaints.	Management Information Feedback	3 Monthly	Green= ≤15% Amber= 16%-50% Red= >50%
PI 1C	Percentage of referrers satisfied with their experience after making a referral to the Contractor.	85%	Number of satisfied referrers/Total Number of referrals	Management Information. Feedback	3 monthly	Green= 85%-100% Amber= 75%-84% Red= <75%

TABLE 2 – MANAGEMENT INFORMATION (MI)

1. Whilst the KPIs in Table 1 will draw focus on the performance of the contractor in the delivery of the service against the contract, the Management Information (MI) requirements of this Table aim to provide an understanding of the health of the Child and Adult at Risk protection system in order to give a richer view of the effectiveness and impact of child protection, including Early Help.
2. As with KPIs, MIs will form part of the Contractor’s Quarterly Report, and seeks, where possible, to compare the Authority’s Service Communities, to whom the services are provided, with equivalent information for the general population published by UK local authorities, and as defined in Dept for Education’s “The Children’s Safeguarding Performance Information Framework” (Note that National Data Ref No are included in {X} brackets).
3. The Contract Management Board (CMB) may require, from time to time, additional demographic breakdowns.

Management Info. No.	Information Requirement	Notes
M 1	Numbers of contacts and referrals, by geographical area, in the reporting period, and from which source ¹⁶ .	Gives an indication of the spread of service support. Also an indication of where referrals are coming from and therefore the level of understanding of referral thresholds. To be shown as a split “Child” or “Adult at Risk” query, “in this reporting period” and “total since start of contract”.
M 2	Numbers of new cases opened, by geographical area, in the reporting period, as a result of contacts or referrals.	Gives an indication of the spread of service support. To be broken down by Early Help; Child in Need; Child Protection; Adults at Risk To be shown as “in this reporting period” and “total since start of contract”
M 3	Numbers of cases closed, by geographical area, in the reporting period.	Gives an idea of the throughput of work
M 4	Numbers of re-referrals, by geographical area, in the reporting period.	May assist with understanding whether the original intervention was effective enough and/or identifying any local issues which may be the cause of the re-referral. To be broken down by Early Help; Child in Need; Child Protection; Adults at Risk

¹⁶ For example: the Police, Health Service, Education/Schools, MOD Schools, other agencies, or members of the public.

Management Info. No.	Information Requirement	Notes
M 5	Total numbers of open cases, by geographical area.	Gives an indication of the spread of service support demand. To be broken down by Early Help; Child in Need; Child Protection; Adults at Risk.
M 6	Numbers of Child Protection enquiries (Section 47 type), by geographical area, in the reporting period.	Gives an indication of the quantity of CP cases.
M 7	Rate of Section 47 type enquiries per 10,000 of the CYP population, by geographical area and shown against UK data {N8}.	Provides a comparable measure of numbers of section 47 type enquiries carried out.
M 8	Rate of assessments per 10,000 of the CYP population {N7}.	Provides a baseline comparable measure of throughput. Provides a comparable measure of the number of assessments carried out.
M 9	Number of Initial Child Protection Conferences (ICPCs), by geographical area, held in the reporting period.	Provides a measure of Section 47 type enquiries that result in the calling of an ICPC.
M 10	Rate of ICPCs per 10,000 of the CYP population, by geographical area and shown against UK data. {N13}	Provides a comparable measure of ICPCs.
M 11	Referrals to BFSWS where parents/carers' mental health, substance abuse or domestic violence is a feature (per 10,000 children).	Provides a comparable measure of referrals where parental problems are a contributory factor, by geographical area.
M 12	Number of children becoming the subject of a Child Protection Plan (CPP) in reporting period for physical, emotional, and sexual abuse or neglect (rate per 10,000 of the CYP population). {N12}	Provides a comparable measure of Child Protection Plans under the four main categories and by geographical area.
M 13	Children no longer subject to a CPP per 10,000 children, within the reporting period, and by geographical location.	Provides a measure of Children removed from CPPs and successful outcomes for children.
M 14	Where a child is no longer subject to a CPP during the reporting period, what was the duration of the plan they were subject to, and by geographical areas.	Provides a measure of the average time a child is subject to a CPP before they are removed from the CPP.
M 15	Percentage of Child Protection Plans lasting two years or more. {N17}	Provides an indication of case drift/issues not being resolved.
M 16	Percentage of children becoming the subject of CPP for a second or subsequent time (within two years). {N18}	Provides an indication of the effectiveness of the original CPP.
M 17	Total number of transfer in conferences requested in this period, by geographical area	Provides an indication of activity, by geographical area.

Management Info. No.	Information Requirement	Notes
M 18	Number of changes of social worker in contact with a child from first contact with children's social care.	Provides an indication about the consistency of relationships between providers of services and children and underlines the importance of continuity.
M 19	Average worker caseload.	Enables workload monitoring.
M 20	<p>Percentage of children and young people engaged with children's social care services who report that they feel safe:</p> <ul style="list-style-type: none"> a. At home (top priority). b. At school (potentially useful for change over time measurement). c. In their local area (locally useful but not comparable between areas). 	It is crucial that feedback from children and young people is sought so that it can inform learning and drive service improvement.
M 21	Percentage of parents engaged with children's social care services who agree that their views were listened to by professionals.	It is crucial that feedback from all service users is sought so that it can inform learning and drive service improvement.
M 22	<p>Percentage of workers who consider that:</p> <ul style="list-style-type: none"> a. Their interventions have improved the safety of children. b. They received adequate professional supervision and support. c. Their caseloads are manageable. d. They are able to spend enough time with children and young people. 	It is crucial that feedback from workers is sought so that it can inform learning and drive service improvement.
M 23	Total number of Domestic Abuse cases been supported (non-child, young person or Adults at Risk) by geographical area.	Provides an indication of occurrences.
M 24	The number of requests for advice on private fostering which were dealt with by the Contractor in the period, and by geographical area.	Provides an indication of the prevalence of fostering cases as well as an indication as to how far the community is aware of the service provision.

Management Info. No.	Information Requirement	Notes
M 25	Total number of Local Safeguarding Boards (LSB) attended during the reporting period, and by geographical area.	Provides indication of demand on the contractor for this aspect of the requirement.
M 26	Number of requests for adoption advice received by the Contractor in the period.	Provides an indication of the prevalence of adoption cases as well as an indication as to how far the community is aware of the service provision.
M 27	Details of interactions with Local Authorities within the reporting period.	Provides an indication of occurrences.

TABLE 1 – GOVERNANCE

Contractor's Quarterly Report	3 Monthly	A quarterly report to the Authority based upon the agreed objectives, specifications, Key Performance Indicators (KPI) and Management Information (MI) requirements laid down at Appendix 3. This Contractor's Report shall comment on current performance and progress in implementing Action Plans deriving from any audits. The report shall seek to compare the figures in the Management Information relating to the Service Communities to whom the services are provided, against UK National statistics ¹⁷ , unless the Authority decides otherwise. The report shall be distributed to the Contract Management Board (CMB) attendees no less than 7 days prior to the Board meeting.
Contract Management Board (CMB)	3 Monthly initially, with potential to drop to 6 Monthly	A forum attended by a Representative(s) of the Authority, Local Commands, Senior Contractor representative(s) and an Authority's Commercial Officer which scrutinises and challenges the service against this SOR. It will consider the most recent Contractor's Quarterly Report, which should be with CMB members no less than 7 days prior to the meeting. The report and the CMB are the primary means of 'Holding to Account' the service provider. This forum sets strategic direction by reviewing financial, contractual, over-arching issues and risks, and authorises MOD needs in relation to the contract. The CMB will commission Internal Independent Reviews (IIR) using MOD professional resources.
Local Safeguarding Board (LSB) or Committee	3 to 6 Monthly	Overseas Commands supporting children should establish a LSB/LSCB. Whilst the CMB will mainly focus on the Contractor's performance, these forums' consider the Service Community's safeguarding occurrences and any trends, and provides the necessary direction and operating framework to ensure that all relevant organisations focus on their safeguarding responsibilities. Each core agency should be represented, including the statutory welfare Contractor's representative, Service police, the health service, education etc. Where a Service Community population renders this unachievable, a Safeguarding Committee should be formed, or links to the nearest LSCB/Safeguarding Committee established.
Local Commander/Contractor Meeting	Ad hoc, as required	The local Commander may wish to meet with the contractor from time to time to discuss aspects of the service in their community. The contractor will make itself available for such meetings.

¹⁷ As derived from The Children's Safeguarding Performance Information Framework.

TABLE 2 - ASSURANCE

The Authority seeks confidence that the service will be delivered to a standard of quality that meets the requirements of this SOR's Service Specification tasks in Appendix 2, which themselves are based on the needs of Working Together to Safeguard Children and JSP 834 (Safeguarding Service Children and Young People). The assurance of that confidence will be through the contractor having and following its own quality assurance process.

1.	<p>a. The Contractor shall develop quality assurance systems in its daily operations to ensure that service provision meets, or better, the Service Specifications of this SOR (Appendix 2) and measured against the contracted Key Performance Indicators (KPIs) and Management Information (MI) requirements (Appendix 3). The Contractor's systems and outcomes shall be made visible to personnel nominated by MOD.</p> <p>b. KPIs and MIs should provide the Authority with assurance on quantity, quality and outcomes – both in statutory and any non-statutory social work services. Proposals to change KPIs and MIs shall normally be raised 3-monthly at the CMB. Following negotiation between the Authority and the Contractor, formal Contract Amendment shall be made.</p>
2.	<p>a. The Contractor shall conduct monthly audits; the outcomes shall be utilised to develop and modify service provision, in discussion with the CMB where necessary. In each area, the audit regime shall also measure performance against good practice standards.</p> <p>b. Each of the individual service provision areas shall be subject to an Independent Review commissioned by the CMB. The Contractor shall prepare and implement Action Plans which fully respond to the outcomes of the Reviews and shall do so in timeframes appropriate to any risks that the Reviews identify.</p>
3.	<p>Reporting of performance outcomes to the CMB and LSB (or committee) shall be on a three-monthly basis, by way of a single Contractor's Quarterly Report. This Report shall cover the complete three-month period and indicate outcomes against KPIs and MIs, and make relevant, supporting comments. The Contractor's Quarterly Report is to include two identifiable strands:</p> <p>a. Current contract performance showing overall outcomes and what if anything is necessary (such as an action plan) to influence practice and optimise outcomes.</p> <p>b. Progress which responds to the latest Independent Review.</p>

4. Contractor shall develop a QA process which gives the CMB a high degree of assured confidence that children's, families, young people and Adults at Risk lives and situations were improved by the service provided and clear understanding of the specific nature of the improvements. The QA process shall also provide feedback on performance to the Contractor itself, thereby promoting learning and service improvement.

The contractor shall implement a Quality Assurance (QA) Framework that:

- a. Identifies a named Manager who is accountable for implementing the QA Framework.
- b. Identifies good practice standards (articulated to and accepted by the CMB) for each of the service areas.
- c. Includes a programme of monthly case file audits undertaken by the Contractor.
- d. Ensures review and scrutiny of performance against standards by Senior Management at monthly intervals.
- e. Facilitates the CMB's involvement (including unannounced involvement at any stage of the QA process) within the QA Framework.
- f. Captures accurate information on cases that can be reflected in the Contractor's Quarterly Report which:
 - (1) Reflects the story behind the data and figures.
 - (2) Explains why a particular KPI has not been fully achieved (i.e. is below the contractually agreed standard).
 - (3) Allow the parties to agree what immediate actions, if any, are necessary to deliver improvements.
- g. The Contractor shall:
 - (1) Work with the Authority continuously during the contract lifetime, with initiatives from both parties, to ensure that the Social Work Service is consistently fit for purpose and represents good value for money.
 - (2) Have in place an effective system for ensuring that the information required to judge attainment of the KPIs is held. This information consists of the output from the Contractor's records, their file audit process and the MI.

	<p>(3) Provide as a minimum the MI described in Appendix 3, Table 2, but in addition the Contractor should consider developing and providing additional MI (such as user involvement surveys) as is necessary to further support compliance with the KPIs and also to more broadly inform the Authority.</p>
5.	<p>The Contractor shall attend scheduled meetings, analysing current statistics to brief on outcomes, trends and issues. These meetings are in addition to casework conferences and to any ad-hoc meetings arranged in reasonable timeframes.</p>

Schedule 10 TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 10 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 10 Part 1 unless the context otherwise requires:

"Data Protection Legislation" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Contractor Employee or an Unexpected Employee;

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

"Previous Contractor" means Core Assets Children's Services Ltd

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in [project team to complete];

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

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 10 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.

2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.

2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from

the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions "repudiatory breach", "substantial change" and "material detriment" shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

Appendix 1

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 10 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

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

1.6 Further information

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

Part B

1.7 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. Definitions

1.1 In this Schedule 10 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 10 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 10 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 10, Part 1, in this Schedule 10 Part 2 unless the context otherwise requires:

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

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

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

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

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

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

2. EMPLOYMENT

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

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

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 10 Part 1 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

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

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 10 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the

- information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 10 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 10 in respect of Subsequent Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,
- save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 10 Part 2.
- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 10 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-

Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

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

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

- (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;
- 2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

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

- 2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
 - (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),
- save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.
- 2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities

arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 10 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1 to Part 2

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

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 10, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2 to Part 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 10, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

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

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and

- b) Details of any active disciplinary cases where corrective action is on going.

1.5 Further information

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

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

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

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Army Commercial, Building 5, Catterick Barracks, Bielefeld, BFPO 39

Email: [REDACTED] Tel: [REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: [REDACTED]

Address: Assistant Head Safeguarding, Directorate Children & Young People, Bldg 183, Trenchard Lines, Upavon, Pewsey, Wiltshire SN9 6BE

Tel: [REDACTED]

Email: [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

N/A

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

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

Branch/Name: N/A ((N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A

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

9. Consignment Instructions The items are to be consigned as follows: N/A

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

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

IMPORTS ((030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ((030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ((030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ((030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange
Flags Liverpool, L2 3YL ((0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2,
Building C16, C Site, Lower Arcott, Bicester, OX25 1LP (Tel. 01869 256197 Fax:
01869 256824)

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

* NOTE

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Archived DEFCONS:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMS:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMS:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/d>

[efelec_archive.htm](https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/d) SC1A

<http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/t>

[emplate1a.htm](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/t) SC1B

<http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/t>

[emplate1b.htm](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/t) SC2

<http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/t>

[emplate2.htm](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/t)

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