



Defence
Infrastructure
Organisation

Call-Off Schedule 9

Security

Built Estate

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CALL-OFF SCHEDULE 9 SECURITY

1. RELEVANT CONVICTIONS

- 1.1 The Supplier shall ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service ("DBS") or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 1.2 Each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor shall):
 - 1.2.1 carry out a check with the records held by the Department for Education (DfE);
 - 1.2.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 1.2.3 ensure a police check is completed and such other checks as may be carried out through the Enhanced Disclosure and Barring Service (DBS) Process, and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

2. OFFICIAL SECRETS

- 2.1 The Supplier shall:
 - 2.1.1 ensure that all Supplier Staff engaged on any work in connection with the Contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Contract; and
 - 2.1.2 ensure that Supplier Staff shall sign a statement acknowledging that, both during the Term of the Contract and after the End Date, they are bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).
- 2.2 The Supplier shall report promptly, all actual or suspected security incidents, or breaches of security to the Buyer and notify the local site manager. Supplier's premises that hold classified material will be subject to periodic compliance checks by the Buyer.
- 2.3 People Security
 - 2.3.1 In addition to a "need to know" principle, access to protectively marked material is not to be permitted unless a BPSS check or security

clearance has been conducted. The Supplier shall therefore ensure that all relevant Supplier Staff are nominated for the appropriate level of security clearance or vetting required to carry out their responsibilities.

2.3.2 The Supplier shall notify the Buyer should any circumstances arise that would cast doubt on the suitability of any Supplier Staff to hold or retain security clearance (e.g. bankruptcy, mental illness, instability or criminal conviction).

2.3.3 The Supplier's Staff will be allowed unescorted entry to Employer Establishments only on a BPSS check, supported by a Disclosure and Barring Service for England and Wales or Disclosure Scotland for Scotland or Access NI for Northern Ireland "Criminal Disclosure Verification Certificate" where relevant and / or a security clearance (Counter Terrorist Check ("CTC") / Security Check ("SC") / Developed Vetting ("DV")) having been completed and with the relevant Establishment Security Officer's ("ESyO") agreement. Supplier Staff with security clearance will be issued with a WWW trigram MOD generic security pass by the Buyer when appropriate¹.

2.3.4 The Supplier shall ensure that a submission of vetting applicants is made in respect of own and any supply chain staff employed on work requiring security clearance. These applicant details shall be submitted to the Buyer (in sufficient time) for clearance action to be completed. The Buyer will initiate applications for security vetting which will be processed by UKSV. Applicants will complete and submit their application electronically via web based secure Restricted LAN Interconnection ("RLI") or internet portal. The Supplier shall maintain a current and comprehensive list of all staff engaged on the Contract.

2.3.5 The Supplier's security manager shall maintain a database listing all personnel employed on the Contract and confirming that a BPSS level of assurance has been completed prior to employment. Where security clearance is not intended to be increased to SC / DV Level, a Disclosure Certificate, where relevant, shall be obtained as verification of criminal convictions. Foreign nationals shall also require a Counter-Terrorism Check ("CTC"). Where an individual is selected for employment at an Establishment and the ESyO dictates that an increased level of security clearance is required, it will be the responsibility of the Buyer to initiate through the UKSV an enhanced level of security clearance.

2.4 Physical Security

2.4.1 The Supplier shall adopt all requisite physical security measures (as required by the Buyer and in accordance with JSP 440) to protect the

¹ SC / DV cleared staff requiring regular access to multiple MOD sites to carry out their work.

Buyer's data (including Confidential Information and Government Data) and assets (including Buyer Assets).

2.5 Communications Security

2.5.1 The use of mobile telephones, radios and other telecommunication equipment on the Buyer's Establishments is controlled. Such use by the Supplier on the Affected Property shall be strictly in compliance with JSP440 and any Establishment security standing orders that apply locally. The Supplier security manager shall ensure that all staff including the supply chain are made aware of the personal and corporate risks posed by posting any MOD work-related information on social networking sites or other Internet communication media such as blogs, forums and chat rooms.

2.6 Access to Buyer Establishments

2.6.1 Permission to access the Buyer's Establishments is the prerogative of the appropriate HoE, who has the authority to exclude any individual, vehicle and equipment from MOD property. ESyO are responsible for enforcing access control policies and the Supplier shall ensure that all staff understand the need to comply with control of entry regulations. All persons entering MOD property are required to positively identify themselves and are liable to be searched both on entry and departure. Failure to comply fully with these requirements may result in an individual being excluded from one or more Buyer Establishments.

2.6.2 All Supplier Staff shall be in possession of either the appropriate Establishment pass or a centrally issued official MOD Contractor's pass at all times whilst within the bounds of MOD property. In addition, all such staff shall identify themselves upon the request of any MOD service person or employee or, in the case of Service Families Accommodation ("SFA"), any occupant.

2.6.3 The Supplier shall recognise that some sites, buildings and parts of buildings have specific access restrictions (including for example: access limited to UK nationals, enhanced vetting requirements, the escorting of staff who do not permanently work there and other such requirements) and such restrictions shall be taken into account in planning for delivery of the Services and Deliverables. This includes, but is not limited to sites in Northern Ireland where a range of enhanced measures are required, Dstl permitting access only to UK nationals, and sensitive (generally clearly marked) areas within many buildings where there are access limitations and restrictions on electronic devices. The Supplier shall be required to familiarise its staff with such arrangements before their arrival on such Buyer Establishments.

3. SECURITY MEASURES

- 3.1 Unless s/he has the written authorisation of the Buyer to do otherwise, neither the Supplier nor any of the Supplier Staff shall, either before or after the End Date, do or permit to be done anything which they know or ought reasonably to know may result in protectively marked data or assets being disclosed to or acquired by a person in any of the following categories:
- 3.1.1 who is not a British citizen;
 - 3.1.2 who does not hold the appropriate authority and clearance for access to the protected matter;
 - 3.1.3 in respect of whom the Buyer has notified the Supplier in writing that the Secret Matter shall not be disclosed to or acquired by that person;
 - 3.1.4 who are not Supplier Staff;
 - 3.1.5 who are Supplier Staff but have no need to know the information for the proper performance of the Contract.
- 3.2 Unless it has the written authorisation of the Buyer to do otherwise, the Supplier and the Supplier Staff shall, both before and after the completion or termination of the Contract, take all reasonable steps to ensure that:
- 3.2.1 no photograph of, or pertaining to, any MOD establishments, information or assets shall be taken and no copy of or extract from any information shall be made except to the extent necessary for the proper performance of the Contract;
 - 3.2.2 any protectively marked material is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request, is delivered up to the Buyer who shall be entitled to retain it.
- 3.3 A decision of the Buyer on the question of whether the Supplier has taken or is taking reasonable steps as required by this Schedule, shall be final and conclusive.
- 3.4 The Supplier shall:
- 3.4.1 provide to the Buyer:
 - (a) upon request, such records giving particulars of those Supplier Staff who have had at any time, access to any Secret Matter that is required to be kept;
 - (b) upon request, such information as the Buyer may from time to time require so as to be satisfied that the Supplier and the Supplier Staff are complying with their obligations under this Schedule, including the measures taken or proposed by the

Supplier so as to comply with his obligations and to prevent any breach of them;

- (c) full particulars of any failure by the Supplier and the Supplier Staff to comply with any obligations relating to Secret Matter arising under this Schedule immediately upon such failure becoming apparent;

3.4.2 ensure that, for the purpose of checking the Supplier's compliance with the obligations this Schedule, a representative of the Buyer shall be entitled, at any time, to enter and inspect any premises used by the Supplier, which are in any way connected with the Contract, and inspect any document or thing in any such premises which is being used, or made for the purposes of the Contract. Such representative shall be entitled to all such information as he may reasonably require.

3.5 If at any time either before or after the completion or termination of the Contract, the Supplier or any of the Supplier Staff discovers or suspects that an unauthorised person is seeking or has sought to obtain classified material, the Supplier shall forthwith inform the Buyer.

3.6 If the Supplier proposes to make a Sub-Contract which will involve the disclosure of Secret Matter to the Subcontractor, the Supplier shall:

3.6.1 submit for approval of the Buyer the name of the proposed subcontractor, a statement of the work to be carried out and any other details known to the Supplier which the Buyer shall reasonably require;

3.6.2 incorporate into the Sub-Contract the terms of the Appendix to this Schedule and such secrecy and security obligations as the Buyer shall direct;

3.6.3 inform the Buyer immediately he becomes aware of any breach by the Subcontractor of any secrecy or security obligation and, if requested to do so by the Buyer, terminate the Sub-Contract.

4. TERMINATION

4.1 The Buyer shall be entitled to terminate the Contract immediately, in accordance with Clause 10.4 of the Core Terms in the event that:

4.1.1 there is a breach of the Supplier's obligations under this Schedule; or

4.1.2 there is a breach by the Supplier or Supplier Staff of any secrecy or security obligation imposed by any other contract with the Crown;

either of which shall constitute a material default for the purpose of Clause 10.4.1 of the Core Terms.

APPENDIX

Security Measures Provisions to Be Included In Relevant Sub-Contracts

1. DEFINITION

1.1 In this Appendix:

- a. 'Secret Matter' means any matter connected with the Sub-contract, or its performance which the Supplier informs the Subcontractor in writing has been designated by the Buyer as "TOP SECRET" or "SECRET" and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
- b. 'Subcontractor Staff' shall include any person who is an employee or director of the Subcontractor or who occupies the position of a director of the Subcontractor, by whatever title given.
- c. The 'Buyer' means the Secretary of State for Defence.
- d. 'Security Policy Framework' means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.

2. THE OFFICIAL SECRETS ACTS

2.1 The Subcontractor shall:

- a. Take all reasonable steps to ensure that all Subcontractor Staff engaged on any work in connection with the Sub-contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Sub-contract; and
- b. If directed by the Supplier or the Buyer, ensure that any Subcontractor Staff shall sign a statement acknowledging that, both during the term of the Sub-contract and after its completion or termination, he is bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

3. SECURITY MEASURES

- 3.1 Unless he has the written authorisation of the Buyer to do otherwise, neither the Subcontractor nor any of his Subcontractor Staff shall, either before or after the completion or termination of the Sub-contract, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- a. who is not a British citizen;
- b. who does not hold the appropriate authority for access to the protected matter;
- c. in respect of whom the Buyer has notified the Subcontractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- d. who is not Subcontractor Staff of the Subcontractor;
- e. who is Subcontractor Staff of the Subcontractor and has no need to know the information for the proper performance of the Sub-contract.

3.2 Unless he has the written permission of the Buyer to do otherwise, the Subcontractor and his Subcontractor Staff shall, both before and after the completion or termination of the Sub-contract, take all reasonable steps to ensure that:

- a. no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Sub-contract;
- b. any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Buyer who shall be entitled to retain it.

A decision of the Buyer on the question of whether the Subcontractor has taken or is taking reasonable steps as required by this Appendix Paragraph 4, shall be final and conclusive.

3.3 The Subcontractor shall:

- a. provide to the Buyer:
 - I. upon request, such records giving particulars of those Subcontractor Staff who have had at any time, access to any Secret Matter that is required to be kept in accordance with this Appendix Paragraph 4.b.;
 - II. upon request, such information as the Buyer may from time to time require so as to be satisfied that the Subcontractor and his Subcontractor Staff are complying with his obligations under this Condition, including the measures taken or proposed by the Subcontractor so as to comply with his obligations and to prevent any breach of them;

III. full particulars of any failure by the Subcontractor and his Subcontractor Staff to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;

- b. ensure that, for the purpose of checking the Subcontractor's compliance with the obligation in this Appendix Paragraph 4.b, a representative of the Supplier or the Buyer shall be entitled at any time to enter and inspect any premises used by the Subcontractor which are in any way connected with the Sub-contract and inspect any document or thing in any such premises, which is being used or made for the purposes of the Sub-contract. Such representative shall be entitled to all such information as he may reasonably require.

3.4 If at any time either before or after the completion or termination of the Sub-contract, the Subcontractor or any of his Subcontractor Staff discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Subcontractor shall forthwith inform the Buyer of the matter with full particulars thereof.

4. SUB-CONTRACTS

4.1 If the Subcontractor proposes to make a Sub-Contract which will involve the disclosure of Secret Matter to the Subcontractor, the Subcontractor shall:

- a. submit for approval of the Buyer the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Subcontractor which the Buyer shall reasonably require;
- b. incorporate into the Sub-Contract the terms of this Appendix and such secrecy and security obligations as the Buyer shall direct.
- c. inform the Buyer immediately he becomes aware of any breach by the Subcontractor of any secrecy or security obligation and, if requested to do so by the Buyer, terminate the Sub-contract.

5. TERMINATION

5.1. The Supplier shall be entitled to terminate the Sub-contract immediately if:

- a. the Subcontractor is in breach of any obligation under this Condition;
or
- b. the Subcontractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

- c. the Buyer consider the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its contractor accordingly.