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**SCHEDULES 1 to 19 relating to Part 2
of the Contract
Royal Air Force Centre of Aviation
Medicine Relocation
Contract Number 701577386**



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Contents

Schedule 1	1
Definitions.....	1
Schedule 2	2
Scope 2	
<i>Please refer to the document entitled “Scope Document for the Royal Air Force Centre of Aviation Medicine (RAF CAM) Relocation Project - Part 2”</i>	2
Schedule 3	3
Contractor’s Proposals.....	3
Schedule 4	4
Assurance and Acceptance Process.....	4
Part 1 – General Procedure.....	4
Part 2 – Entry Criteria and Exit Criteria.....	13
Part 3 – Programmed Contractor Deliverables	14
Schedule 5	15
Contract Data Deliverables	15
Schedule 6	18
Performance Management Regime	18
Part A – Introduction	18
Part B Performance Management Regime - Key Performance Indicators	19
Appendix 1.....	25
Key Performance Indicators	25
KPI 1: Social Value Equipment Maintenance & Support.....	25
KPI 2: Preventative Maintenance - Transparency Reportable (Category: Delivery)	27
KPI 3: Corrective Maintenance Priority One – Transparency Reportable (Category: Delivery)	29
KPI 4: Corrective Maintenance Priority Two - Transparency Reportable (Category: Delivery) KPI 4	31
KPI 5: Customer Satisfaction and Feedback Transparency Reportable (Category: Quality)	33
Appendix 2.....	34
Rectification Plan	34
Appendix 3.....	35
Repair Process.....	35
Appendix 4.....	37
Customer Feedback Form KPI 5	37
Schedule 7	39
Authority Obligations.....	39
Part 1 - Purpose and Principles of GFA provided by the Authority.....	39
Part 2 – GFA Provision linked to the Contractor Deliverables.....	43
Part 3 – Discretionary GFA.....	44
Schedule 8	46
Governance and Management.....	46

OFFICIAL

Part 1 – Governance and Management Framework	46
Part 2 – Authority’s Representatives and Contractor’s Representatives	50
Schedule 9	51
Pricing and Payment.....	51
Appendix 1.....	62
Tranche Payments Schedule for the Contractor Deliverables.....	62
Appendix 2.....	64
Price List	64
Appendix 3.....	66
Allowable Expenses (Task Orders)	66
Schedule 10	67
Task Order Approval Process.....	67
Appendix 1 – Task Order Proposal Template.....	72
Schedule 11	76
Change Procedure	76
Schedule 12	87
Quality Performance Indicators.....	87
Schedule 13	92
Required Insurances.....	92
Schedule 14	95
IPR 95	
Schedule 15	118
Ancillary Documents	118
Schedule 16	132
Transfer Regulations	132
Employee Transfer Arrangements on Exit.....	132
Appendix 1	139
Contractor Personnel-Related Information to be Released upon Re-	
Tendering where the Transfer Regulations Applies	139
Appendix 2	141
Personnel Information to be Released Pursuant to this Contract.....	141
Part A.....	141
Part B.....	143
Part C.....	144
Schedule 17	145
Exit Plan	145
Appendix 1	152
Exit Plan Product Description	152
Schedule 18	155
Key Personnel	155
Schedule 19	156
DEFFORMS	156

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Schedule 1

Definitions

*[Please see Schedule 1 (Definitions and Acronyms) of the document entitled Royal Air Force
Centre of Aviation Medicine Relocation Contract Number 701577386]*

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Schedule 2

Scope

Please refer to the document entitled “Scope Document for the Royal Air Force Centre of Aviation Medicine (RAF CAM) Relocation Project - Part 2”

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Schedule 3

Contractor's Proposals

[The provisions from the successful Bidder's Tender Submission that shall be included in this Schedule 3 (Contractor's Proposals) are to be discussed and agreed with the successful Bidder.]

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Schedule 4

Assurance and Acceptance Process

Part 1 – General Procedure

1 Assurance Procedure

General

- 1.1 The provisions of this Schedule 4 (*Assurance and Acceptance Process*) shall:
- 1.1.1 apply whenever any items or documents are required to be reviewed, assured, approved or otherwise processed and Accepted in accordance with the Assurance and Acceptance Process; and
 - 1.1.2 not, for the avoidance of doubt, apply to the review, assurance, approval and/or processing of any Task Proposal, Authority Change or Contractor Change, such changes being reviewed, assured, approved and/or processed in accordance with Schedule 10 (*Task Order Approval Process*) and Schedule 11 (*Change Procedure*) (as the case may be).

General Assurance Review

- 1.2 The Contractor acknowledges and agrees that any items or documents to be provided by the Contractor as part of the Contractor Deliverables in accordance with this Contract shall be reviewed, assured, approved or otherwise processed in accordance with a General Assurance Review (“**Review**”) whether such Contractor Deliverable is a Programmed Contractor Deliverable or an Unprogrammed Contractor Deliverable.
- 1.3 The Contractor acknowledges and agrees that:
- 1.3.1 where the Contractor is required to develop, create, produce, provide and/or deliver any items or documents which are Programmed Contractor Deliverables;
 - 1.3.2 where the Contractor is required to develop, create, produce, provide and/or deliver any items or documents or any other required Contractor Deliverables in accordance with Schedule 2 (*Scope*) for which there is no Review Date and/or Submission Date identified as at the Effective Date;
 - 1.3.3 where, during the Contract Period, the Contractor is required to develop, create, produce, provide and/or deliver any additional items or documents or any other required Contractor Deliverables following the commencement of any Active Task, an Exercised Option or as the result of an approved Change in accordance with Schedule 11 (*Change Procedure*), in respect of which there is no Review Date and/or Submission Date (as no such date was identified pursuant to the relevant Active Task, Exercised Option or approved Change) (the items in this paragraph 1.3.3 together with the items referred to in 1.3.2 (“**Unprogrammed Contractor Deliverables**”),

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then:

- (A) such items or documents (including any Relevant Deliverable) shall be subject to a Review (but in the case of Unprogrammed Contractor Deliverables, only where the Authority has notified the Contractor of a Review Date and Submission Date for such Contractor Deliverable as contemplated in paragraphs 1.4.1 and 1.4.2); and
- (B) failure to satisfy any KPI shall permit the Authority to make Deductions as set out in Schedule 6 (*Performance Management Regime*) and Appendix 1 to Schedule 6 (*Performance Management Regime*)).

1.4 In relation to each Review, the following procedure shall apply:

1.4.1 the Contractor shall or shall procure that the relevant Programmed Contractor Deliverable or Unprogrammed Contractor Deliverable ("**Relevant Deliverable**") together with any other information required by the Authority in accordance with the Assurance and Acceptance Process, is provided to the Authority's Representative on or prior to the Submission Date (and the Contractor acknowledges that the Authority may notify the Contractor from time to time (in writing or orally during a Performance Review Meeting) the Submission Date for any Relevant Deliverable which is an Unprogrammed Contract Deliverable); and

1.4.2 after the Review Period has commenced and on or prior to the Review Date (and the Contractor acknowledges that the Authority may notify the Contractor from time to time (in writing or orally during a Performance Review Meeting) the Review Date for any Relevant Deliverable which is an Unprogrammed Contract Deliverable), the Authority's Representative shall notify the Contractor (in writing) whether it has any comments or objections in relation to the Relevant Deliverable.

1.5 If the Authority's Representative intends to raise comments and/or raise objections and/or raises comments on or objects to any Relevant Deliverable, he shall state the reasons for (and shall provide such evidence or other information as may be reasonably necessary to substantiate) such comments or objections.

1.6 The Contractor acknowledges and agrees that:

1.6.1 a Review shall not (unless otherwise agreed in writing by the Authority's Representative) take place if the Entry Criteria in respect of that Review has not been satisfied;

1.6.2 the Review Period shall not (unless otherwise agreed in writing by the Authority's Representative) commence until receipt by the Authority's Representative of the Relevant Deliverable together with any other further information required by the Authority in connection with the Relevant Deliverable (to the extent the information previously provided is incomplete or inadequate) in accordance with this Assurance and Acceptance Process;

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- 1.6.3 in the case of Programmed Contractor Deliverables the Authority has specified and in the case of the Unprogrammed Contractor Deliverables the Authority will specify the relevant Submission Dates and Review Dates on the assumption that the Contractor has fully complied (and, at all times throughout the Contract Period, continues to fully comply) with all of its obligations and where the Contractor shall not have complied with all such obligations, the Authority shall be entitled to such extension to such dates and period as it considers reasonable in the circumstances to enable the Authority to review and consider in full any Relevant Deliverable.
- 1.7 No review, comment, approval by the Authority under this Schedule 4 (*Assurance and Acceptance Process*) shall operate to exclude or limit the Contractor's obligations or liabilities under this Contract (or the Authority's rights under this Contract), including (without limitation) the Contractor's obligation to deliver the Contractor Deliverables.

2 Further Information

- 2.1 The Contractor shall submit any further or other information, data, documents and/or items that the Authority's Representative reasonably requires in relation to any Review to be conducted under this Schedule 4 (*Assurance and Acceptance Process*).
- 2.2 If the Contractor does not submit any such information, data, documents and/or items, the Authority's Representative shall be entitled to:
- 2.2.1 comment on or object to the Relevant Deliverables on the basis of the information, data, documents and/or items which have been provided; or
- 2.2.2 reject the Relevant Deliverables on the grounds that insufficient information, data, documents and/or items have been provided.

3 Effect of Review

- 3.1 Where the Exit Criteria in respect of a Review has been achieved on the Review Date:
- 3.1.1 any Relevant Deliverable (and/or any further information, data, documents and/or items submitted as part of the Entry Criteria for that Review) in respect of which the Authority's Representative has confirmed that it does not have any comments or objections shall:
- (i) where there is no further work to be carried out by the Contractor in respect of the Relevant Deliverable, be considered for Acceptance in accordance with paragraph 6 (*Acceptance*); or
- (ii) where there is further work to be carried out by the Contractor in respect of the Relevant Deliverable, be further developed by the Contractor and submitted for review by the Authority at the next relevant Review Date; or
- 3.1.2 if the Authority's Representative raises comments or objections in relation to a Relevant Deliverable (and/or in relation to any further information, data, documents and/or items submitted as part of the Entry Criteria for that Review) but notwithstanding such comments or objections the Authority's

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Representative (in his absolute discretion) is satisfied that the Exit Criteria for that Review can be considered to have been achieved,

the Contractor shall:

- (i) to the extent that such comments or objections do not require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to the Authority for further review prior to complying with and/or proceeding on the basis of and/or undertaking such further and/or additional activities in respect of (as the case may be) such Relevant Deliverable, comply with and/or proceed on the basis of and/or undertake such further and/or additional activities in respect of (as the case may be) such Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) after amendment and/or adjustment (as the case may be) in accordance with the comments or objections of the Authority's Representative and such Relevant Deliverable should only be considered for Acceptance in accordance with paragraph 6 (*Acceptance*) when the Relevant Deliverable has been amended and/or updated (as the case may be) and reissued by the Contractor to the Authority;
- (ii) to the extent that such comments or objections do require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to the Authority for further review:
 - (A) not act on and/or proceed on the basis of the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) or the relevant part of such Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to which such comments or objections relate (as the case may be);
 - (B) undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative; and
 - (C) re-submit the Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review (as amended and specifically identifying the amendments, adjustments and/or changes made to such Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative) to the Authority's Representative within

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such period and in the manner as the Authority's Representative shall specify at the time of issuing such comments or objections to the Contractor or as otherwise specified at the relevant Review,

provided always that where:

- 1) the Contractor does not comply with the provisions of this paragraph 3.1.2 within such time period and/or in such manner specified; and/or
- 2) the Authority's Representative has further comments and/or objections in relation to such amendments, adjustments and/or changes (and/or any failure by the Contractor to make such amendments, adjustments and/or changes as would be reasonably required to address such comments and/or objections of the Authority's Representative) when the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for the relevant Review) is re-submitted,

then such Relevant Deliverable (and such information, data, documents and/or items) shall be deemed to be required to be submitted as part of any subsequent Review as may be notified by the Authority's Representative;

- (iii) if the Contractor does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure (and the Contractor shall not act on and/or proceed on the basis of the Relevant Deliverable and/or such information, data, documents) until such matter is so determined in accordance with this paragraph 3.1.2(iii) or otherwise agreed in writing).

3.2 Where, subject to paragraph 3.1.2, the Exit Criteria in respect of a Review has not been achieved on the Review Date, then that Review shall be repeated (the "**Subsequent Review**") in accordance with the following procedure:

3.2.1 if the Authority's Representative raises comments or objections in relation to a Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review), the Contractor shall:

- (i) to the extent that such comments or objections require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to the Authority for further review at the Subsequent Review:

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- (A) not act on and/or proceed on the basis of the Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) or the relevant part of such Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to which such comments or objections relate (as the case may be);
 - (B) undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative; and
 - (C) re-submit the Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) as amended and specifically identifying the amendments, adjustments and/or changes made to such Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative for the Subsequent Review; or
- (ii) if it does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure and the Contractor shall not act on and/or proceed on the basis of the Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review until such matter is so determined in accordance with this paragraph 3.2.1(ii) or otherwise agreed in writing;

3.2.2 the Authority's Representative shall notify the Contractor of:

- (i) a further date for the Subsequent Review at which the Review in question shall be repeated and such date shall be deemed to be the Review Date for that Subsequent Review; and
- (ii) the Submission Date for that Subsequent Review;

3.2.3 the items required for that Subsequent Review shall be the Relevant Deliverable together with any additional information, data, documents and/or items referred to in (and/or as the Authority's Representative may require) pursuant to paragraph 2.1 above,

and the provisions of this Schedule 4 (*Assurance and Acceptance Process*) shall apply to such Subsequent Review as if it was the original Review, changed according to context.

3.3 Confirmation by the Authority's Representative that it has no comments and/or objections shall mean that the Relevant Deliverable may be used or implemented (or the Contractor may proceed on the basis of that Relevant Deliverable) for the purposes

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for which it is intended but, save to the extent expressly stated in this Contract, such confirmation shall not otherwise relieve the Contractor of its obligations under this Contract nor is it an acknowledgement by the Authority that the Contractor has complied with such obligations.

4 Document Management

- 4.1 The Contractor shall issue each Relevant Deliverable to the Authority's Representative in a format required by the Authority as notified by the Authority from time to time.
- 4.2 The Contractor shall compile and maintain a register of the date of receipt and content of all Relevant Deliverables that are returned by the Authority's Representative.

5 Variations

- 5.1 No approval or comment or any failure to give or make an approval or comment under this Schedule 4 (*Assurance and Acceptance Process*) shall constitute an Authority Change, save to the extent implemented in accordance with Schedule 11 (*Change Procedure*) as contemplated in paragraph 5.2.
- 5.2 If, having received comments or objections from the Authority's Representative, the Contractor considers that compliance with those comments or objections would amount to an Authority Change, the Contractor shall, before complying with the comments or objections, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments or objections were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with Schedule 11 (*Change Procedure*).
- 5.3 Any failure by the Contractor to notify the Authority that it considers compliance with any comments or objections of the Authority's Representative would amount to an Authority Change shall constitute an irrevocable acceptance by the Contractor that any compliance with the Authority's comments or objections shall be without cost to the Authority and without any further relief for the Contractor.

6 Acceptance

- 6.1 The Authority shall be deemed to have Accepted each Relevant Deliverable which:
 - 6.1.1 satisfies the requirements of paragraph 3.1.1(i);
 - 6.1.2 is of the type described in paragraph 3.1.1(ii) and where the further work required to be undertaken is carried out and the Relevant Deliverable is appropriately and correctly updated or amended (as the case may be) and reissued to the Authority at a later Review (in accordance with paragraph 3.1.2(i)) and ultimately satisfies the requirements of paragraph 3.1.1(i)
 - 6.1.3 did not satisfy the requirements of paragraph 3.1.1(i) and is the subject of a Subsequent Review or Subsequent Reviews and ultimately satisfies the requirements of paragraph 3.1.1(i);

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6.1.4 following a determination pursuant to paragraph 3.1.2(iii) that the Relevant Deliverable satisfies the requirements of paragraph 3.1.1(i),

in each case when the Exit Criteria for the Relevant Review have been satisfied and the Relevant Deliverable is in Final Form on the relevant Review Date (being the Review Date when such Exit Criteria were satisfied or are later determined to have been satisfied).

6.2 Unless otherwise notified by the Authority to the Contractor (orally or in writing), the process for Acceptance for both Programmed and Unprogrammed Contractor Deliverables shall be as follows:

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1	Description	Programmed and Unprogrammed Contractor Deliverables.
2	Responsibility	[Intentionally Blank]
3	Review Date	Ten (10) Business Days after the delivery of the relevant document, if a separate meeting is required.
4	Relevant Deliverable	The delivered document or item(s).
5	Review Period	Ten (10) Business Days.
6	Relevant Deliverable Submission Date	The date which is eleven (11) Business Days prior to the Review Date.
7	Relevant Deliverable Format	In such format agreed with the Authority Representative.
8	Entry Criteria	As set out in paragraph 1 of Part 2 of this Schedule 4 (<i>Assurance and Acceptance Process</i>).
9	Exit Criteria	As set out in paragraph 2 of Part 2 of this Schedule 4 (<i>Assurance and Acceptance Process</i>).

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Part 2 – Entry Criteria and Exit Criteria

1 Entry Criteria

- 1.1 The receipt by the Authority's Representative of the Relevant Deliverable (together with any additional information required by the Authority and notified to the Contractor prior to such Submission Date) at a level of maturity that can be reasonably be expected to be achieved by the Contractor at the then relevant stage of the Assurance Process.

2 Exit Criteria

2.1 Where:

- 2.1.1 the Authority's Representative is satisfied that the Contractor has developed the Relevant Deliverable to an appropriate level of maturity on or prior to the Submission Date and where the Authority has received all information it has requested from the Contractor in accordance with paragraph 2 (*Further Information*) of Part 1 of Schedule 4 (*Assurance and Acceptance Process*) ; and
- 2.1.2 the Authority's Representative has confirmed to the Contractor that it has no comments and/or objections in relation to the Relevant Deliverable; or
- 2.1.3 the Authority's Representative, having raised comments and/or objections in accordance with Part 1 of this Schedule 4 (*Assurance and Acceptance Process*), is satisfied that the Relevant Deliverable has been reviewed, amended, developed, modified and/or updated (as necessary) to address such comments and/or objections; and
- 2.1.4 subject to and in accordance with paragraph 3.1.2 of Part 1 of this Schedule 4 (*Assurance and Acceptance Process*), the Authority's Representative is satisfied that the Exit Criteria for the relevant Review can be considered to have been achieved.

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Part 3 – Programmed Contractor Deliverables

The Programmed Contractor Deliverables at the Effective Date are all such items or documents referred to in Schedule 5 (*Contract Data Deliverables*).

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Schedule 5

Contract Data Deliverables

Contract Data Deliverables required for Part 2 of the Contract

Item No.	Deliverable	Description	Final Version Delivery Date	Update & Delivery Frequency	Decision Required
1	Stakeholder Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
2	Project Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
3	Deliverable Quality Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
4	Risk, Issue, & Opportunity Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
5	Risk, Issue, & Opportunity Management Register	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Within seven (7 calendar) days of the end of the month being reported on	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
6	Business Continuity & Disaster Recovery Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
7	Safety & Environmental Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
8	Safety Case Report	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Quarterly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
9	Hazard and Accident Log	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Quarterly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
10	Legislation Compliance Report	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11	Legislation Register	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
12	Integrated Logistics Support Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)

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Item No.	Deliverable	Description	Final Version Delivery Date	Update & Delivery Frequency	Decision Required
11a	Supportability Analysis Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11b	Availability, Reliability and Maintainability Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11c	Maintenance Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11d	Support and Test Equipment Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11e	Technical Documentation Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11f	Packaging, Handling, Storage and Transportation Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11g	Training & Training Equipment Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11h	Configuration Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11i	Obsolescence Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11j	Software Support Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11k	Disposal Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11l	Supply Management Plan (SMP)	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11m	Human Factors integration Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11n	Supportability Case	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
11m	Separate Spares Provisioning List	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)

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Item No.	Deliverable	Description	Final Version Delivery Date	Update & Delivery Frequency	Decision Required
12	Sub-Contractor Management Plan	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	Yearly	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
13	In-Service Quarterly Progress Report (QPR)	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	As required (when changed)	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
14	List of Contractor Personnel	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	As required (when changed)	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)
15	Equipment Catalogue	In accordance with Schedule 2 (Scope)	Completion +20 Business Days	As required (when changed)	Accept/Reject iaw Schedule 4 (Assurance and Acceptance Process)

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Schedule 6

Performance Management Regime

Part A – Introduction

1 Purpose

- 1.1 This Schedule 6 (*Performance Management Regime*) sets out what key elements of the Contractor Deliverables will be monitored and measured within this Part 2 of the Contract through a series of KPIs which are set out in Appendix 1 (*Key Performance Indicators*) to this Schedule 6 (*Performance Management Regime*).
- 1.2 The Contractor's performance of the Contractor Deliverables referred to in paragraph 1.1 will be monitored and measured across each of the KPIs and the Authority will be entitled to make permanent Deductions against the Gross Monthly Payment payable by the Authority as set out in the relevant KPI at Appendix 1 (*Key Performance Indicators*) to this Schedule 6 (*Performance Management Regime*).
- 1.3 The Contractor shall comply with the provisions set out in this Schedule 6 (*Performance Management Regime*) in relation to the monitoring and reporting of the Contractor Deliverables referred to in paragraph 1.1.

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Part B Performance Management Regime - Key Performance Indicators

2 Performance Monitoring and Reporting

- 2.1 The Authority and the Contractor shall operate a Performance Management Regime ("**PMR**") to monitor and measure performance of the Contractor in meeting the KPIs. The performance measures and performance levels against each KPI are as set out in Appendix 1 (*Key Performance Indicators*) to this Schedule 6 (*Performance Management Regime*).
- 2.2 Performance against each of the KPIs shall cover a rolling period of twelve (12) Contract Months. KPIs 1, 2, 3 and 4 shall be measured each Contract Month, using the data from the Contract Month just ended. KPI 5 shall be measured every six (6) Contract Months.
- 2.3 Under the Government's Transparency Agenda, KPIs will be published on a Quarterly basis. Only in the case of the published Quarterly basis will the KPI results be averaged for each publishable period. The following percentage metrics shall be applied in respect of each publishable KPI per Quarter:
- Majority Green = 100%
- Majority Amber/Yellow = 80%
- Majority Red = 60%
- If the Contractor is awarded a Green, Amber/Yellow, Red for each Contract Month of the Quarter, the publishable performance level will be Amber (80%).
- 2.4 The Contractor shall monitor and record performance against all KPIs for the relevant KPI Reporting Period and shall provide the Authority's Representative with a report in respect of the Contractor's performance against KPIs 1, 2, 3 and 4 for each Contract Month and KPI 5 in every six (6) Contract Months and any future and/or continuing failure of the Contractor to comply with its obligations referred to in the Rectification Plan (a "**KPI Report**"). The Contractor shall submit the KPI Report to the Authority within ten (10) Business Days of the end of each Contract Month.
- 2.5 The KPI Report shall be used by the Authority to assess the level of performance the Contractor has achieved for the relevant Contract Month (in respect of KPIs 1, 2, 3 and 4) and for the previous six (6) Contract Months (in respect of KPI 5).
- 2.6 If the Authority notifies the Contractor that it disputes the content of the KPI Report, the Parties shall attempt in good faith to resolve such dispute prior to the date on which the Contractor is due to submit its next invoice (in respect of the next Contract Month) to the Authority under this Contract (the "**Invoice Date**").
- 2.7 Where the Contractor has fully complied with its obligations to submit a KPI Report in accordance with paragraph 2.4 of this Schedule 6 (*Performance Management Regime*) and where the Authority's Representative does not notify the Contractor that it disputes the content of the KPI Report before the Invoice Date, the KPI Report shall, subject to paragraph 7 (*Incorrect Reporting*), be deemed accepted and the Contractor

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shall reflect any Deductions from the Gross Monthly Payment in the next invoice it submits to the Authority under this Contract.

- 2.8 The Authority's Representative may, without prejudice to Clause 25 (*Key Performance Indicators, Performance Monitoring and Quality Performance Indicators*), undertake routine checks and random verification audits of any KPI Report and the Contractor shall provide all information, documents or records as may reasonably be requested by the Authority's Representative to support any such activity.
- 2.9 Except as otherwise stated in the relevant KPI, if the Contractor:
- 2.9.1 achieves a Green Performance Indicator for the relevant KPI, it shall be classified as performing against that KPI;
 - 2.9.2 achieves an Amber Performance Indicator for the relevant KPI, it shall be classified as underperforming against that KPI; and
 - 2.9.3 achieves a Red Performance Indicator for the relevant KPI, it shall be classified as significantly underperforming against that KPI.
- 2.10 If the Contractor fails to submit the KPI Report within the period stated in paragraph 2.4, the Contractor shall be deemed to have achieved a Red rating for each of those Key Performance Indicators during that Contract Month.
- 2.11 If the Contractor's performance for any KPI for a Contract Month is assessed as a Red Performance Indicator, or is foreseen to be at this level, then:
- 2.11.1 the Contractor shall immediately take all steps to minimise the adverse effects of the Contractor's performance, and return the performance to Green (performing against the KPI);
 - 2.11.2 the Authority may direct the Contractor to take any measures the Authority considers necessary to remedy the Contractor's performance and the Contractor shall comply with the direction at no additional cost to the Authority.

3 Impact of KPI Performance

- 3.1 Subject to any other provisions of this Schedule 6 (*Performance Management Regime*), if a KPI is registered as or deemed to be registered as a Green for a KPI Reporting Period, the Authority shall not be entitled to make a Deduction in respect of that KPI in the relevant Contract Month.
- 3.2 If a KPI is registered as or deemed to be registered as Amber or Red for a KPI Reporting Period, the Authority shall be entitled to make the relevant Deduction in respect of that KPI in the relevant Contract Month in accordance with Appendix 1 (*Key Performance Indicators*) to this Schedule 6 (*Performance Management Regime*).

4 Deductions

- 4.1 The Authority shall be entitled to make Deductions in accordance with paragraph 2 (*Performance Monitoring and Reporting*), paragraph 3 (*Impact of KPI Performance*)

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paragraph 4 (*Deductions*) and Appendix 1 (*Key Performance Indicators*) to this Schedule 6 (*Performance Management Regime*) on and from the Effective Date.

5 Feedback to the Contractor

- 5.1 In order to enable the Authority to determine whether it is entitled to make a Deduction in accordance with this Schedule 6 (*Performance Management Regime*), the Contractor shall distribute via Survey Monkey (or such other method as agreed by the Parties from time to time) the Customer Feedback Form (in the form set out at Appendix 4) to not less than twelve (12) persons who will be notified by the Authority to the Contractor's Representative within thirty (30) calendar days of the Effective Date ("**Authority Respondents**").
- 5.2 The Authority may change any of the persons notified in accordance paragraph 5.2 at any time by giving not less than three (3) Business Days' notice of such change.
- 5.3 The Customer Feedback Form shall contain a number of statements for each KPI and the Authority Respondents will be asked to "Strongly Agree", "Agree", "Disagree" or "Strongly Disagree" with each statement and set out the reasons for their response.
- 5.4 If, when completing a Customer Feedback Form, any of the Authority Respondents consider that there are improvements which should be made by the Contractor in the performance of the Contractor Deliverables with respect to any of the behaviours monitored by KPIs 5.1 to 5.3 (inclusive), then they may identify any potential corrective actions which, from the Authority Respondent's perspective, the Contractor could take to improve such relevant behaviours.
- 5.5 The Contractor shall collate the Customer Feedback Forms from the Authority Respondents and summarise the results and such summary shall form part of the KPI Report for the relevant Contract Month and be discussed at the following Quarterly Performance Meeting.

6 Rectification Plans

- 6.1 The Contractor shall, within five (5) Business Days after becoming aware that its performance for a KPI for the Contract Month will be, or is likely to be, assessed as a Red Performance Indicator for any reason, or there are two consecutive Contract Months of Amber performance, notify the Authority's Representative, in writing, of the matter and submit a rectification plan in accordance with Appendix 2 of this Schedule 6 (*Performance Management Regime*) (the "**Rectification Plan**").
- 6.2 The Rectification Plan shall include as a minimum, the information as follows:
 - 6.2.1 the Contractor's actual or anticipated performance against the KPI during the Contract Month;
 - 6.2.2 the events of circumstances which affected or are likely to affect the Contractor's performance during the Contract Month;

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- 6.2.3 the Contractor's plan to rectify and meet the KPI in future, including timescales, responsible person(s), and actions taken to prevent further delays or underperformance.
- 6.3 The Authority shall consider any Rectification Plan submitted by the Contractor in accordance with paragraph 6.1 and, within ten (10) Business Days of submission, notify the Contractor whether:
- 6.3.1 the Authority approves such Rectification Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the Rectification Plan; or
- 6.3.2 the Authority rejects such Rectification Plan including the reasons for such rejection, and following such notification of rejection, the Contractor shall, within five (5) Business Days, resubmit to the Authority an amended Rectification and the provisions of paragraph 6.4 shall apply.
- 6.4 The Authority shall consider any amended Rectification Plan to be proposed by the Contractor in accordance with paragraph 6.3.2 and, within ten (10) Business Days, notify the Contractor whether:
- 6.4.1 the Authority approves such amended Rectification Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the Rectification Plan; or
- 6.4.2 the Authority rejects such amended Rectification Plan, and such failure to produce an amended Rectification Plan to the satisfaction of the Authority shall be a Contractor Default for the purposes of Clause 78 (*Termination for Contractor Default*) and the Authority may in its discretion elect:
- (i) to terminate the whole or part of this Contract pursuant to Clause 78.2 (*Termination for Contractor Default*); or
 - (ii) not to terminate the whole or part of this Contract and require the Contractor to take such relevant action as the Authority considers reasonable in the circumstances and any failure by the Contractor to carry out and complete such remedial action shall be a Contractor Default for the purposes of Clause 78 (*Termination for Contractor Default*) and the Authority may at its discretion elect to terminate the whole or part of this Contract pursuant to Clause 78.2 (*Termination for Contractor Default*).
- 6.5 Any failure by the Contractor to submit a Rectification Plan (in accordance with paragraph 6.1) or any failure by the Contractor to submit an amended Rectification Plan (in accordance with paragraph 6.3.2), in either case, following notification by the Authority that it requires a recovery plan and/or any failure by the Contractor to carry out and complete the actions contained within (and in accordance with) a Rectification Plan and/or an amended Rectification Plan (in accordance with paragraph 6.3.1 and/or 6.4.1 (as the case may be)) shall be a Contractor Default for the purposes of Clause 78 (*Termination for Contractor Default*) and the Authority may in its discretion elect:

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- 6.5.1 to terminate the whole or part of this Contract pursuant to Clause 78.2 (*Termination for Contractor Default*); or
- 6.5.2 not to terminate the whole or part of this Contract and require the Contractor to take such relevant action as the Authority considers reasonable in the circumstances and any failure by the Contractor to carry out and complete such remedial action shall be a Contractor Default for the purposes of Clause 78 (*Termination for Contractor Default*) and the Authority may at its discretion elect to terminate the whole or part of this Contract pursuant to Clause 78.2 (*Termination for Contractor Default*).

7 Incorrect Reporting

- 7.1 Subject to paragraphs 7.2 to 7.4 (inclusive) below, the KPI Report shall be the source of the factual information regarding the performance of the Contractor Deliverables for the relevant Contract Month for the purposes of calculating the relevant Monthly Payment (including in calculating any Deductions and in assessing any other payments that may be due in the relevant Contract Month).
- 7.2 If there is any error in or omission from the KPI Report for any Contract Month, the Contractor and the Authority shall agree (through any subsequent Quarterly Performance Meeting) the amendment to the KPI Report or, failing agreement within ten (10) Business Days of notification of the error or omission, either Party may refer the matter to the Dispute Resolution Procedure.
- 7.3 Without prejudice to Clause 25 of this Contract (*Key Performance Indicators, Performance Monitoring and Quality Performance Indicators*) and paragraph 2.8 of this Schedule 6 (*Performance Management Regime*), where the Contractor:
 - 7.3.1 fails to monitor or accurately report a performance failure (including any failure to register a Red or Amber in respect of any KPI); or
 - 7.3.2 fails to correctly calculate the Monthly Payment due for the relevant Contract Month (including in calculating any Deductions and/or any other payments due for the relevant Contract Month),

then the Contractor shall, at its own cost and following a request by the Authority, supply the Authority with a copy of all of its records in relation to the recording and monitoring of its performance of the Contractor Deliverables and the calculation of the Monthly Payment on an open book basis and access to all information, processes and computer programs used to calculate the Monthly Payment so that the Authority can inspect and investigate such records. The Contractor shall, upon submission of a valid invoice, pay to the Authority a sum equal to the costs reasonably incurred by the Authority in carrying out any inspection and/or investigation of records made available pursuant to this paragraph 7.3 and/or (at the Authority's option) set-off such sum from the next payment to be made by the Authority to the Contractor pursuant to this Contract.

- 7.4 In the event that the Authority's inspection or investigation of records made available pursuant to paragraph 7.3 above reveals any further matters of the type referred to in paragraph 7.3 above, those matters shall be dealt with in accordance with paragraph 7.3 (as appropriate). In addition, the Authority shall be entitled to:

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- 7.4.1 make Deductions in respect of any KPIs for which a Red or Amber should have been registered and reported by the Contractor revealed by such inspection or investigation which did not previously attract any or the correct amount of Deduction; and
- 7.4.2 adjust the Monthly Payment to reflect the amount of the Monthly Payment which should, but for the occurrence of the matters referred to in paragraph 7.3, have been made,

and any such Deductions and/or adjustments shall be made from and/or applied to the Monthly Payment payable in respect of the Contract Month in which the relevant matters were revealed by the Authority's investigations or, to the extent that the Authority is unable to make any further Deductions from and/or adjust the Monthly Payment in respect of that Contract Month, such Deductions and/or adjustments may be carried forward and deducted from and/or adjusted in the Monthly Payment due in respect of subsequent Contract Months.

8 KPI Review

- 8.1 A more detailed review of the application, trends and approach to Key Performance Indicators shall be held at the Quarterly Performance Meetings.

9 Termination for Contractor Default

- 9.1 Where the Contractor achieves a Red Performance Indicator for more than three Quarters in any rolling twelve (12) Contract Month period, the Authority shall be entitled to terminate this Contract (whether in whole or in part) pursuant to Clause 78 (*Termination for Contractor Default*).

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Appendix 1

Key Performance Indicators

KPI 1: Social Value Equipment Maintenance & Support

KPI 1: Social Value Equipment Maintenance & Support	
KPI first applied from date	Achievement of Completion (anticipated November 2025)
KPI Reporting Period	Monthly
PERFORMANCE MEASUREMENT	
Performance Measurement	Source of Measurement
Social Value – Model Award Criteria (MAC) 2.3: Number of people-hours of learning interventions delivered under the contract, by UK region.	To be agreed with Contractor
PERFORMANCE LEVELS	
Level	Rate of Performance
GREEN	Target performance Level: Good %> or figure
AMBER	Requires Improvement %-% or figure
RED	Inadequate <% or figure

Additional Social Value Performance Indicators reports will be required for the Model Award Criteria (MAC) as detailed in the following table:

MAC Reference	Description	Report
3.1	Create a diverse supply chain to deliver the Contract including new businesses and entrepreneurs start-ups, SMEs, VCSEs and mutuals.	For each of the following categories: ○ start-ups ○ SMEs ○ VCSEs; and ○ mutuals identify the Total spend under the Contract, as a percentage of the overall Contract spend.
3.2	Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.	Outcomes-based specifications enabling alternative approaches to be offered.
3.3	Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.	Activities that promote collaboration to access new technologies/green technologies and/or approaches.

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KPI 2: Preventative Maintenance - Transparency Reportable (Category: Delivery)

KPI 2: Preventative Maintenance - Transparency Reportable (Category: Delivery)	
KPI first applied from date	Achievement of Completion (anticipated November 2025)
KPI Reporting Period	Monthly
PERFORMANCE MEASUREMENT	
Performance Measurement	Source of Measurement
The Authority requires that all preventative maintenance activities are undertaken as stated in the Reliability Centred Maintenance Plan.	KPI Report
PERFORMANCE LEVELS	
Level	Rate of Performance
GREEN (good)	All preventative maintenance activities are undertaken as stated in the Reliability Centred Maintenance Plan.
RED (inadequate)	All preventative maintenance activities are not undertaken as stated in the Reliability Centred Maintenance Plan.
DEDUCTION: <u>Green:</u> No Deduction <u>Red:</u> 6% Deduction <p>A Deduction will be applied where all preventative maintenance activities are not undertaken as stated in the Reliability Centred Maintenance Plan. Should there be consecutive Contract Months of Red performance then the Deduction will be cumulative e.g. Contract Month 1 = 6% Deduction, Contract Month 2 = 12% Deduction up to a maximum of 12% every Contract Month thereafter for contentious inadequate Red performance.</p>	
Notes: <p>This KPI applies to Preventative Maintenance Activities (PMA) required to be undertaken by the Contractor for equipment in Table 2 set out at paragraph 2.8 to the Scope Part 2.</p> <p>If a PMA cannot be completed as stated in the Reliability Centred Maintenance Plan the Contractor should provide a plan to the Authority immediately to complete the PMA in an acceptable timeframe, should this be acceptable and completed in the new and agreed timeframe, then this specific activity will not have a detrimental performance of the KPI.</p> <p>If no PMA are required during a Contract Month, then the level of performance shall be GREEN.</p> <p>For the purposes of Cabinet Office Reporting:</p> <p>The Authority will use the average performance across the previous Quarter to publish Contractor performance in accordance with the Government Transparency Data Requirements for KPI Reporting.</p>	

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KPI 3: Corrective Maintenance Priority One – Transparency Reportable (Category: Delivery)

KPI 3: Corrective Maintenance Priority One – Transparency Reportable (Category: Delivery)	
KPI first applied from date	Achievement of Completion (anticipated November 2025)
KPI Reporting Period	Monthly
PERFORMANCE MEASUREMENT	
Performance Measurement	Source of Measurement
The Authority requires that all corrective maintenance activities for specified equipment are resolved within the specified Time to restoration.	KPI Report
PERFORMANCE LEVELS	
Level	Rate of Performance
GREEN (good)	All corrective maintenance activities are resolved to allow equipment to be used within the specified Time to restoration.
AMBER (approaching target)	1 corrective maintenance activity not resolved within the specified Time to restoration.
RED (inadequate)	2 or more corrective maintenance activities not resolved within the specified Time to restoration.
DEDUCTION: <u>Green:</u> No Deduction <u>Amber:</u> 3% Deduction <u>Red:</u> 6% Deduction <p>A Deduction will be applied for Each Corrective Maintenance Activity that is not resolved within the specified Time to restoration. Should there be consecutive Contract Months of Amber or Red performance then the Deduction will be cumulative for example Amber: Month 1 = 3% Deduction, Month 2 = 6% Deduction Deduction up to a maximum of 12%.</p> <p>For the purposes of Cabinet Office Reporting:</p> <p>The Authority will use the average performance across the previous Quarter to publish Contractor performance in accordance with the Government Transparency Data Requirements for KPI Reporting.</p>	
Notes: <p>This KPI applies to Corrective Maintenance Activities (CMA) required to be undertaken by the Contractor within the Time to restoration specified in Table 2 set out at paragraph 2.8 to the Scope Part 2. This applies to the following equipment:</p> <ul style="list-style-type: none"> Hypobaric Chamber System 	

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- Scenario Based Hypoxia Trainer System
- Multi-point pressure breathing rig
- Single-Point Pressure Breathing Rig
- Anthropometric Measurements Rig

The time the Contractor is notified of equipment becoming unserviceable which requires which requires CMA to the time the equipment has been restored to perform as required is defined as “**Time to restoration**”. If this time extends over a non-working day the time shall be paused and restarted when the next working day occurs. The “**Time to restoration**” begins as referenced in the Repair Process as per Appendix 3 to this Schedule 6 (*Performance Management Regime*).

If a CMA cannot be completed within the maximum Time to restoration as per Time to restoration specified in Table 2 set out at paragraph 2.8 to the Scope Part 2, the Contractor should provide a plan to the Authority immediately to restore the Equipment to perform as required in an acceptable timeframe, should this be acceptable and completed in the new and agreed timeframe, then this specific activity will not have a detrimental performance of the KPI.

If no CMA are required during a Contract Month, then the level of performance shall be GREEN.

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KPI 4: Corrective Maintenance Priority Two - Transparency Reportable (Category: Delivery)

KPI 4

KPI 4: Corrective Maintenance Priority Two - Transparency Reportable (Category: Delivery)	
KPI first applied from date	Achievement of Completion (anticipated November 2025)
KPI Reporting Period	Monthly
PERFORMANCE MEASUREMENT	
Performance Measurement	Source of Measurement
The Authority requires that all corrective maintenance activities are resolved to allow specified equipment to be used within the specified Time to restoration.	KPI Report
PERFORMANCE LEVELS	
Level	Rate of Performance
GREEN (good)	All corrective maintenance activities are resolved within the specified Time to restoration.
AMBER (approaching target)	1 corrective maintenance activity not resolved within the specified Time to restoration.
RED (inadequate)	2 or more corrective maintenance activities not resolved within the specified Time to restoration.
DEDUCTION: <u>Green:</u> No Deduction <u>Amber:</u> 1.5% Deduction <u>Red:</u> 3% Deduction A Deduction will be applied for Each Corrective Maintenance Activity that is not resolved within the specified Time to restoration. Should there be consecutive Contract Months of Amber or Red performance then the Deduction will be cumulative for example Amber: Month 1 = 1.5% Deduction, Month 2 = 3% Deduction up to a maximum of 6%. For the purposes of Cabinet Office Reporting: The Authority will use the average performance across the previous Quarter to publish Contractor performance in accordance with the Government Transparency Data Requirements for KPI Reporting.	
Notes: This KPI applies to Corrective Maintenance Activities (CMA) required to be undertaken by the Contractor within the Time to restoration specified in Table 2 set out at paragraph 2.8 to the Scope Part 2. This applies to the following equipment:	

- Vertical Helmet Drop Test Facility
- Vertical Deceleration Tower
- Mechanical Winch (Parachute Hoist)
- Gazelle Cockpit
- Lynx Cockpit
- Typhoon Cockpit
- Hawk Cockpit
- Climatic Chamber
- Acoustic Noise Booth

The time the Contractor is notified of equipment becoming unserviceable which requires CMA to the time the equipment has been restored to perform as required is defined as “Time to restoration”. If this time extends over a non-working day the time shall be paused and restarted when the next working day occurs. The “Time to restoration” begins as referenced in the Repair Process as per Appendix 3 to this Schedule 6 (*Performance Management Regime*).

If a CMA cannot be completed within the maximum Time to restoration specified in Table 2 set out at paragraph 2.8 to the Scope Part 2, the Contractor should provide a plan to the Authority immediately to restore the Equipment to perform as required in an acceptable timeframe, should this be acceptable and completed in the new and agreed timeframe, then this specific activity will not have a detrimental performance of the KPI.

If no CMA are required during a Contract Month, then the level of performance shall be GREEN.

For the purposes of Cabinet Office Reporting:

The Authority will use the average performance across the previous Quarter to publish Contractor performance in accordance with the Government Transparency Data Requirements for KPI Reporting.

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KPI 5: Customer Satisfaction and Feedback Transparency Reportable (Category: Quality)

KPI 5: Customer Satisfaction and Feedback Transparency Reportable (Category: Quality)	
KPI first applied from date	Achievement of Completion (anticipated November 2025)
KPI Reporting Period	Every 6 Contract Months
PERFORMANCE MEASUREMENT	
Performance Measurement	Source of Measurement
The Authority requires that the Contract maintains a high standard of service delivery	Customer feedback every 6 Contract Months in relation to the service delivered.
PERFORMANCE LEVELS	
Level	Rate of Performance
GREEN (Good)	Target performance Level Good - Customer Feedback Score 27 and above
YELLOW (Approaching Target)	Approaching Target - Customer Feedback Score between 21 and 26
AMBER (Requires Improvement)	Requires Improvement - Customer Feedback Score between 11 and 20
RED (Inadequate)	Inadequate - Customer Feedback Score 10 and under
<p>Notes:</p> <p>The Contractor shall issue the Customer Feedback Forms (CFF) as per Appendix 4 to this Schedule 6 (<i>Performance Management Regime</i>) at the end of each six (6) Contract Months, and report on the results.</p> <p>Customer feedback will be provided by the RAFCAM DE&S Commercial Lead, RAFCAM Delivery Manager and Project Manager (ILS). If no customer feedback returned to the Contractor, then full marks will be awarded, with a performance level of GREEN.</p> <p>If no Corrective Maintenance Activities or Servicing are required during a Reporting Period, leaving no results available for applied CFF, then the level of performance shall be GREEN.</p> <p>Should the customer feedback performance level be Red or Amber, the Contractor shall provide a Rectification Plan in accordance with paragraph 6 of this Schedule 6 (<i>Performance Management Regime</i>) and the Survey will be reissued 6 months before the end of the normal reporting period.</p> <p>For the avoidance of doubt, the Contractor is not required to provide a Rectification Plan should the customer feedback performance level be Yellow.</p> <p>For the purposes of Cabinet Office Reporting:</p>	

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The Authority will use the most recent Customer Satisfaction KPI result to publish for the corresponding Government Transparency Data Requirements for each KPI Quarterly Reporting.

Appendix 2

Rectification Plan

Rectification Plan			
Issue Date:	DD/MM/YYYY	Issue Version:	
Contract Ref:			
KPI:			
Contract affected:	Month(s)		
Due Date:	DD/MM/YYYY	Estimated Revised Completion Date:	DD/MM/YYYY
Reasons:	[Insert reasons why Contractor Deliverable not delivered or KPI not met]		
Rectification Plan:	[Insert plan to provide the Contractor Deliverable required by the obligation or meet the KPI in future Contract Months/Quarters, including timescales, responsible person(s) and actions taken to prevent further delays/underperformance]		
Supporting Documents:	[Insert document references for any attached supporting documentation]		
Contractor's Signature:	[NAME] [ROLE] [SIGNATURE]		

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Appendix 3

Repair Process

[The Repair Process is to be agreed between the Contractor and the Authority]

- 1 RAF CAM identify need for Contractor Corrective Maintenance Action (CMA).
- 2 RAF CAM contact Contractor providing the necessary information related to the CMA.
 - a. [Providing this information should not be an onerous task.]
 - b. The time from when the information is provided to the Contractor is when timing begins with regards to restoring the item to perform as required. Table 2 set out at paragraph 2.8 to the Scope Part 2 specifies the “**Time to restoration**” required.
 - c. [The best way to contact the Contractor will be proposed by the Contractor. It will need to be agreed by the Authority.]
 - d. The process and or system used to record Contractor CMA will include information such as but not limited to:
 - i. Unique identifier
 - ii. RAF CAM representative raising CMA request
 - iii. Time and date raised
 - iv. Information on why CMA required
 - v. Status of corrective maintenance action
 - vi. Actions taken to restore equipment to perform as required
 - vii. Person responsible for CMA
 - viii. RAF CAM representative responsible for confirming equipment restored to perform as required
 - ix. Time and date CMA closed.
 - e. This information will need to be accessible by RAF CAM, the Authority and/or approved representatives of those parties in real time.
- 3 The system used for managing CMA shall be updated, at a minimum, on a daily basis. This is to include information such as outstanding actions relating to CMA.
- 4 Once the Contractor has restored the equipment to perform as required

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- a. RAF CAM confirm equipment has been restored to perform as required. The time RAF CAM confirm this is when timing stops with regards to returning the item to perform as required.
 - b. CMA reporting system updated with time item restored.
- 5 CMA closed.
- 6 Records of CMA undertaken by the Contractor throughout the length of the Contract are to be held as records for the length of the Contract and transferred to the Authority thereafter. Clause 35 (*The Contractor's Records*) specifies retention times for records.

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Appendix 4

Customer Feedback Form KPI 5

Please place a cross in the box which most closely represents your feelings (Points are attributed to Each Opinion in () Brackets).

1 Trust

1.1 The [•] Contractor exhibits behaviours that foster a high level of trust between parties.

Strongly Agree (3)	Agree (2)	Disagree (1)	Strongly Disagree (0)

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

1.2 The [•] Contractor displays a sense of accountability by owning the consequences of their actions

Strongly Agree (3)	Agree (2)	Disagree (1)	Strongly Disagree (0)

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

2 Flexibility

2.1 The [•] Contractor demonstrates a willingness to accommodate change when necessary.

Strongly Agree	Agree	Disagree	Strongly Disagree (0)

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(3)	(2)	(1)	

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

3 **Transparency**

- 3.1 Issues and concerns raised by the [•] Contractor are managed at the appropriate level as soon as they arise.

Strongly Agree (3)	Agree (2)	Disagree (1)	Strongly Disagree (0)

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

Thank you

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Schedule 7

Authority Obligations

Part 1 - Purpose and Principles of GFA provided by the Authority

1 Purpose

The purpose of this Schedule 7 (*Authority Obligations*) is to set out all of the Authority's obligations in providing GFA for the purposes of this Contract and to identify any Discretionary GFA which the Authority elects to provide to the Contractor.

2 Contractor Deliverable/GFA Linkage

2.1 The Authority shall only be responsible for GFA provision (which does not include the provision of any Discretionary GFA) as is specifically incorporated as a GFA obligation in columns 1 to 3 of the table which details Authority GFA obligations for the relevant Contractor Deliverable (such table being contained in Part 2 of this Schedule 7 (*Authority Obligations*)) (the "**Table**") as further described in paragraph 2.2 below.

2.2 Subject to the provisions of paragraph 2.5 (*No relief etc. arising from provision of Discretionary GFA*), failure by the Authority to supply or perform a GFA obligation will only be considered for the purposes of granting relief to the Contractor of any of its obligations under this Contract in respect of the performance of any relevant Contractor Deliverables where:

2.2.1 the relevant Contractor Deliverable which may be impacted in the event of a failure by the Authority to meet the relevant GFA obligation is identified in column 4 of the Table by reference to the relevant Serial number or numbers of Schedule 2 (*Scope*) and where the provision of the relevant GFA obligation is specifically set out in columns 1 to 5 of the Table; and

2.2.2 where the Contractor has also fully complied with all of the Contractor's obligations which relate to the relevant GFA obligation:

(i) as specified in columns 4 to 6 of the Table; and

(ii) where the Contractor has also fully complied with its obligations in Clause 27 (*Authority Performance Failures*) and paragraph 2.3 (*Contractor notification of GFA Failure*),

subject always to any limitations relating to the provision by the Authority of the relevant GFA obligation as specified in column 7 of the Table.

Contractor notification of GFA Failure

2.3 Without prejudice to the provisions of Clause 27 (*Authority Performance Failures*), the Contractor shall also notify any alleged GFA Failures to the Authority's Representative forthwith following such GFA Failure.

No double counting

- 2.4 Where, but for the provisions of this paragraph 2.4, the same matter, event and/or circumstance affects an item, asset and/or service relating to a Contractor Deliverable which is the subject of an element of a GFA obligation and which is referred to in (or encompassed within) more than one row in the Table and, as a result, gives rise to a potential GFA Failure under more than one row in such Table, only one GFA Failure shall be deemed to have occurred in respect of such matter, event and/or circumstance.

No relief etc. arising from provision of Discretionary GFA

- 2.5 The Contractor shall not be relieved from any of its obligations under this Contract which arise directly or indirectly from the provision of Discretionary GFA, the failure to provide Discretionary GFA, the fitness for purpose of Discretionary GFA and/or any other deficiency of and/or circumstance arising from Discretionary GFA nor shall any such matters give rise to any rights or remedies for the Contractor of any kind and the provisions of paragraphs 3.5 to 3.7 (*Provision of Discretionary GFA*) shall apply.

3 Provision by the Authority of GFA and Discretionary GFA

Provision of GFA

- 3.1 The Authority shall supply the relevant GFA obligation in accordance with the provisions of and subject to any limitations or special circumstances set out in the columns of the Table in the relevant row relating to the GFA obligation.
- 3.2 All GFA shall be subject to the provisions of Clause 63 (*Issued Property*).
- 3.3 The Authority shall be responsible for delivery of each item of GFA to the Centre unless another agreed delivery address is specifically set out in the Table.
- 3.4 The Contractor shall return all GFA to the Authority in the manner provided in Clauses 63.14 and 63.15 (*Issued Property*) (as the case may be).

Provision of Discretionary GFA

- 3.5 Where the Authority provides any Discretionary GFA, the provisions of Clauses 27.7 to 27.13 (*Authority Performance Failures*) shall apply and the Authority shall have no liability to the Contractor arising from such provision and/or any requirement by the Authority for the return of any Discretionary GFA.
- 3.6 Any Discretionary GFA provided by the Authority shall be set out in the table at Part 3 (*Discretionary GFA*) to this Schedule 7 (*Authority Obligations*).¹
- 3.7 When any Discretionary GFA is returned to the Authority, the table at Part 3 (*Discretionary GFA*) to this Schedule 7 (*Authority Obligations*) shall be updated and the Contractor shall provide an updated table at Part 3 (*Discretionary GFA*) to this Schedule 7 (*Authority Obligations*) for approval by the Authority. Following the Authority's agreement to such updated table at Part 3 (*Discretionary GFA*) to this

¹ See previous footnote.

OFFICIAL

Schedule 7 (*Authority Obligations*), both Parties shall sign two copies of such table and each Party shall retain one (1) original signed copy of such updated table.

4 Special provisions relating to Equipment, Tooling and Test Equipment

- 4.1 All Equipment to be provided by the Authority as identified in the Table (contained in Part 2 of this Schedule 7 (*Authority Obligations*)) shall be delivered by the Authority to the Centre on or before the relevant date contained in the Table in Part 2 of Schedule 7 (*Authority Obligations*).
- 4.2 Notwithstanding any other provision of this Contract, the Authority shall not be obliged to provide (and/or procure the provision of), make available, calibrate and/or exchange any items of equipment, tooling and/or test equipment.

5 Procedures

- 5.1 The Contractor shall:
 - 5.1.1 not do anything that would cause the Authority to be in breach of any of its legal obligations to its employees or Servicemen;
 - 5.1.2 make available to the Authority those Contractor's procedures that may be reasonably applied in relation to the activities to be undertaken by the Authority's employees or Servicemen;
 - 5.1.3 procure that the employees of the Authority and Servicemen and Contractor Personnel are treated equally and fairly;
 - 5.1.4 consider hours of work; and
 - 5.1.5 manage the allocation of engagement with the Servicemen to enable each Serviceman to partake in one period of physical training per week.
- 5.2 The Contractor shall not hold any disciplinary powers over the Authority's employees and/or Servicemen. However if at any time a member of the employees and/or Servicemen of the Authority:
 - 5.2.1 is deemed guilty of any act of misconduct or neglect during the discharge of his/her duties; or
 - 5.2.2 is found guilty of any act of serious misconduct or continual neglect in the discharge of his/her duties or is found to be medically incapable of performing his/her duties (subject to confirmation by the Authority of such medical incapacity),

then the Contractor shall notify the Authority immediately of the matters alleged to have occurred as identified in paragraphs 5.2.1 to 5.2.2 and shall include in any such notice details of the proposed action that the Contractor reasonably considers necessary to deal with any issue relevant to the continued performance of the Contractor Deliverables arising from such matters. On receipt of the notice, the Authority will consider the Contractor's proposals and supporting evidence and take such action as

OFFICIAL

it reasonably considers necessary to rectify the alleged issue. Any action to replace any employees of the Authority and/or Servicemen will be at the Authority's discretion.

- 5.3 In the event of any industrial action involving Contractor Personnel and/or its Sub-Contractors, the Contractor shall ensure that no employees of the Authority and/or Servicemen are engaged in additional activities which would normally have been carried out by the Contractor Personnel who are involved in the industrial action, unless otherwise agreed in advance by the Authority.
- 5.4 The Contractor agrees and acknowledges that its direction and management of the employees of the Authority and Servicemen (for which the Contractor is or becomes responsible, including, without limitation, the output of such persons whilst under such direction and management) shall not have the effect of transferring from the Authority to the Contractor the Authority's rights, duties, powers, liabilities and obligations in respect of any contract of employment or other relationship which exists within the Authority in relation to the employees of the Authority and Servicemen.

6 Provision of Authority Personnel

- 6.1 The Authority shall:
 - 6.1.1 in response to a local, national or global emergency, reserve the right to remove the employees of the Authority and Servicemen at any time and accept that such reduction may result in a GFA Failure;
 - 6.1.2 not be (and the Contractor shall be) responsible for ensuring that all attendance time (as logged on any Contractor time recording system) is recorded by the Contractor.

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Part 2 – GFA Provision linked to the Contractor Deliverables

This Table details the Authority obligations to provide GFA in support of the Contractor's obligation to provide the identified Contractor Deliverables

1	2	3	4	5	6	7
No	GFA Type	Description	Relevant Contractor deliverable potentially impacted by non provision of GFA	Duration and Notice (for the relevant GFA item) ²	Additional Contractor Obligations relating to GFA	Authority Limitations

² Note - the date the GFA item is required should also be included in this information.

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Part 3 – Discretionary GFA

This Table details the Discretionary GFA which the Authority elects to provide to the Contractor

1	2	3	4	5	6
No	GFA Discretionary	Description	Date Authority agrees to provide Discretionary GFA	Duration (for each item commencing after the relevant date specified in column 4)³	No risk to the Authority
					The provisions of Part 1 of this Schedule 7 (<i>Authority Obligations</i>) and Clauses 27.7 to 27.13 (<i>Authority Performance Failures</i>) shall apply to the provision of all items of Discretionary GFA and all such Discretionary GFA provided by the Authority is at the sole risk of the Contractor.

³ The Authority can require the return of all items of GFA at any time at the sole risk of the Contractor.

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GFA TABLE

(Includes both GFA and Discretionary GFA items)

[Note: References to the impact of Discretionary GFA (in the Table below) is for information purposes only and the Authority shall have no responsibility for the provision of such Discretionary GFA and the provisions of Clauses 27.7 to 27.13 shall apply to the provision of such Discretionary GFA)

1	2	3	4	5	6	7	8	9
No	GFA Type	Description	Relevant Contractor Deliverable potentially impacted by non provision of GFA	Duration and Notice (for the relevant GFA item)	Additional Contractor Obligations relating to GFA	Authority Limitations	Impacted Deliverable ID	Impacted Schedule ID

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Schedule 8

Governance and Management

Part 1 – Governance and Management Framework

1 Purpose

- 1.1 The purpose of this Schedule 8 (*Governance and Management*) is to set out the structures and processes that the Authority and the Contractor will use in order to manage this Contract to ensure delivery of the Contractor Deliverables and all the other obligations of the Contractor under this Contract.

2 Routine Lines of Communication

- 2.1 The [Authority's Project Manager]⁴ will be the day-to-day point of contact for the Contractor and, as such, the Contractor shall communicate with the [Authority's Project Manager] unless otherwise stipulated in this Contract.
- 2.2 The Parties may agree to waive the requirement detailed in paragraph 2.1 (*Routine Lines of Communication*) from time to time in writing.

3 Quarterly Performance Meetings and Quarterly Progress Report

- 3.1 The Quarterly Performance Meetings will be hosted by the Contractor and chaired by the Authority's Project Manager.
- 3.2 The Quarterly Project Meetings will be held face-to-face at the Centre (or at such other location as notified by the Authority to the Contractor from time to time) and the Contractor shall (as the context requires) ensure suitable facilities are booked on-site at the Centre (or at the Authority notified alternative venue).
- 3.3 The Quarterly Project Meetings shall consist of [the Authority's Representatives] and [the Contractor's Representatives] together with such other persons that either Party reasonably considers are appropriate to consider particular issues arising in relation to this Contract from time to time.
- 3.4 The Quarterly Performance Meetings shall be held in each Quarter on a day and time as agreed between the Parties and, where the Parties cannot agree a date in any Quarter, [[at 2pm] on the day which is [the tenth (10th) Business Day following the commencement of the then relevant Quarter]].
- 3.5 The Contractor shall provide to the Authority's Representative a draft Quarterly Progress Report (including the content specified in paragraph 3.9 of this Schedule 8 (*Governance and Management*)) no later than five (5) Business Days after the end of each Quarter and, following receipt by the Authority's Representative of the relevant draft Quarterly Progress Report, the Contractor shall provide to the Authority any additional reasonable substantiating evidence as may be required by the Authority

⁴ References to "Authority's Project Manager" and "Contractor's Project Manager" to be considered in the light of the Table in Part 2 of this Schedule 8 (*Governance and Management*).

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relating to the relevant Quarter, with a view to agreeing the contents of the Quarterly Progress Report for the relevant Quarter at the relevant Quarterly Performance Meeting (or, in any event, as soon as reasonably practicable after such review) so as to enable the Contractor to submit its then proposed Quarterly Progress Report to the Authority (whether or not agreed at the relevant time) with the relevant form under Clause 18 (*Payment Under CP&F*) for the final Contract Month of the relevant Quarter.

- 3.6 The Authority's Representatives and the Contractor's Representatives shall review the matters in the Quarterly Progress Report and any other business at the Quarterly Performance Meeting and the Quarterly Performance Meeting shall last no longer than three (3) hours.
- 3.7 The Contractor shall minute the Quarterly Performance Meeting and shall distribute draft minutes and a record of decisions and actions for agreement or subsequent amendment within ten (10) Business Days of the meeting to the [Authority's Project Manager]. The [Authority's Project Manager] shall comment on the draft minutes within [five (5)] Business Days after receipt of the draft minutes from the Contractor and the Contractor shall distribute final agreed minutes within five (5) Business Days of agreement of the final version with the Authority.
- 3.8 Failure to agree the Quarterly Progress Report shall not prejudice the Contractor's rights to submit an invoice for the final Contract Month of the Quarter in accordance with Clause 18 (*Payment Under CP&F*) and/or the Authority's rights under Clause 21 (*Disputed Amounts*) in respect of any disputed amounts.
- 3.9 Without prejudice to DID-014 (*In-Service Quarterly Progress Report*) set out in Schedule 2 (*Scope*), the Quarterly Progress Report shall, as a minimum, detail the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract in respect of the Quarter and shall be divided into two parts which provide information on, in respect of the previous Quarter, as follows:
- 3.9.1 in Part 1: Monitoring Information:
- (i) overall management of this Contract with the aim of ensuring that the Contractor delivers within the agreed boundaries of performance, quality, cost and time;
 - (ii) any Contractor or Authority requests for a Change and, subject to receipt of any required Authority internal approvals to such Change, following due compliance with the procedures set out in Schedule 11 (*Change Procedure*);
 - (iii) the status of any Active Task Order;
 - (iv) the KPI Reports for the relevant Quarter, including the KPI Report delivered to the Authority for the final Contract Month of the Quarter, (detailing the performance by the Contractor against each of the KPIs and identifying whether the Contractor has met or has failed to meet the required outputs together with the background data from which the KPI Report has been drawn);

OFFICIAL

- (v) any recommendation as to whether any of the KPIs should be amended and, if so, the proposed monitoring methodology;
- (vi) the Deductions levied in respect of the relevant Quarter in accordance with Schedule 6 (*Performance Management Regime*) and Schedule 9 (*Pricing and Payment*), including any other adjustments made pursuant to the mechanism for making Deductions;
- (vii) the Monthly Payment proposed to be payable in respect of the final Contract Month of the Quarter;
- (viii) the outcome of any Review undertaken in the relevant Quarter including Entry Criteria and Exit Criteria in accordance with Schedule 4 (*Assurance and Acceptance Process*);
- (ix) the Authority's performance of Authority Obligations under Schedule 7 (*Authority Obligations*);
- (x) the Contractor's Rectification Plan where its performance has fallen below the relevant required output;
- (xi) the status of any outstanding actions from the last Quarterly Performance Report, minutes from the last Quarterly Performance Meeting or the associated record of decisions and actions;
- (xii) any disputes which are to be resolved in line with the procedures mutually agreed before the award of this Contract;
- (xiii) any risks, issues, assumptions, dependencies, opportunities and constraints in connection with the Project;
- (xiv) any other matter reasonably required by the Authority in relation to the Contractor Deliverables.

3.9.2 in Part 2: Service Delivery Information

- (i) a description of the work conducted in respect of the relevant Quarter on the following project areas:
 - (A) Safety and Environmental;
 - (B) Security;
 - (C) Quality (including a report on QPI Scores in accordance with Schedule 12 (*Quality Performance Indicators*));
- (ii) relationship review (including a description of any complaints and/or comments made in relation to the performance of the Contractor Deliverables);

OFFICIAL

- (iii) any proposals and/or opportunities that the Contractor wishes to raise with the Authority to offer value for money and/or other benefits to the Contractor Deliverables and, if of interest to the Authority, may later form part of a future Contractor Change Notice;
- (iv) any other matters, risks, threats, issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours).

4 Security Working Group Meetings and Safety and Environmental Meetings

- 4.1 The Security Working Group Meetings and Safety and Environmental Meetings shall be held in six (6) monthly at the end of every second Quarter. The governance of such meetings shall follow equivalent methodologies as the Quarterly Performance Meetings.
- 4.2 The documentation to be provided by the Contractor for the meetings referred to in paragraph 4.1 above shall be as set out against such meetings in Table 1 of Appendix 2 (*Meetings*) of the Scope.

5 Contract Management

- 5.1 Discussions and decisions taken at any meeting referred to in this Schedule 8 (*Governance and Management*) which make a Change to this Contract shall have no contractual effect unless agreed by both Parties and incorporated in accordance with Schedule 11 (*Change Procedure*). The Contractor shall not act on any amendment to this Contract discussed at any meeting without authorisation from the Authority and the Authority shall not be held liable for any such action by the Contractor in anticipation of any authorisation any related cost, however incurred, if formal authorisation is not provided.

OFFICIAL

Part 2 – Authority’s Representatives and Contractor’s Representatives

[Table identifying particular Authority or Contractor Representative (referred to elsewhere in this Contract as “Authority’s” Representative” or “Contractor’s Representative” (as the case may be)) to be prepared during negotiations and inserted here prior to Contract signature.]

OFFICIAL

Schedule 9

Pricing and Payment

Part 1 - Calculating the Monthly Payment

1 Calculating the Monthly Payment

- 1.1 The Monthly Payment ("**MP**") in respect of each Contract Month ("**Contract Month n**") during the Contract Period shall be calculated in accordance with the following formula:

$$\mathbf{MP = GMP - \sum D + \sum CA - \sum AA}$$

where:

- 1.1.1 **MP** is the Monthly Payment for Contract Month n;
- 1.1.2 **GMP** is the Gross Monthly Payment for Contract Month n;
- 1.1.3 $\sum \mathbf{D}$ is the sum of the Deductions which the Authority shall be entitled to make in accordance with paragraph 2;
- 1.1.4 $\sum \mathbf{CA}$ is the sum of any other amounts that are agreed or determined to be payable by the Authority to the Contractor in the relevant Contract Month in accordance with paragraph 4.2; and
- 1.1.5 $\sum \mathbf{AA}$ is the sum of any other amounts that are agreed or determined to be payable by the Contractor to the Authority in the relevant Contract Month in accordance with paragraph 4.1.
- 1.2 The Authority shall be entitled to apply the amount of any other amounts payable to the Contractor and/or credited to the Authority in respect of a Contract Month to the Monthly Payment next due to be paid by the Authority (following the Contract Month in which the agreement or determination of the amount payable by the Authority (if any) in respect of Contract Month n occurs), provided that any failure by the Authority to apply any Deductions incurred and/or other amounts payable to the Contractor and/or credited to the Authority to the Monthly Payment next due to be paid by the Authority (following the Contract Month in which the agreement or determination of the amount payable by the Authority (if any) in respect of Contract Month n occurs), shall not prejudice the Authority's right to apply such Deductions incurred and/or other amounts payable to the Contractor and/or credited to the Authority, in respect of any subsequent Monthly Payment that becomes due to be paid.
- 1.3 Where the product of the calculation carried out pursuant to paragraph 1.1 would reduce the Monthly Payment in Contract Month n to an amount less than zero (0), then the Authority shall be entitled to carry forward and apply the amount to which such Monthly Payment is less than zero (0) (the "**Excess Monthly Payment**") to the next and any subsequent Monthly Payment due in respect of any subsequent Contract Month until the amount of such Excess Monthly Payment relating to such Contract Month n has been recovered in full by the Authority.

2 Deductions

- 2.1 The Authority shall be entitled to make Deductions from the Monthly Payment in accordance with the provisions of paragraph 4 of Schedule 6 (*Performance Management Regime*) and in accordance with the formula at paragraph 1.1 of this Part 1 of Schedule 9 (*Pricing and Payment*).

3 Payment for Task Orders

- 3.1 The Firm Price, Adjustment Firm Price, the Fixed Price and/or Adjustment Fixed Price shall not include any Task Order Price. The Contractor shall invoice the Authority separately in respect of the relevant Task Order Payment which, subject to paragraph 3.2 (*Expenses*), may include Expenses.

Expenses

- 3.2 The Contractor shall only be entitled to recover from the Authority certain agreed expenses of the type set out at Appendix 3 (*Allowable Expenses*) ("**Expenses**") in relation to an Active Task Order where the Contractor has demonstrated to the satisfaction of the Authority that any Expenses have been necessarily and properly incurred by the Contractor in the course of performing the Active Task Order.
- 3.3 The Contractor shall include anticipated Expenses (if any) in the Task Order Proposal.
- 3.4 Expenses that have been approved by the Authority and which have been incurred in the relevant Contract Month shall be included in the invoice referred to in paragraph 3.1.
- 3.5 For the avoidance of doubt, the Firm Price and the Fixed Price shall be inclusive of Expenses.

4 Other Payments Due

- 4.1 The Authority shall be entitled to reduce the Monthly Payment to reflect any sums that are agreed or determined to be payable by the Contractor to the Authority in respect of this Contract (including any sums contemplated in Clause 23.2 (*Recovery of Sums Due*)) in the Contract Month immediately following such agreement or determination, provided that the Authority's Representative has notified the Contractor's Representative at any time prior to making the relevant deduction.
- 4.2 The Authority shall increase the Monthly Payment to reflect any sums that are agreed or determined to be payable to the Contractor in respect of this Contract in the Contract Month immediately following such agreement or determination.
- 4.3 The Parties:
- 4.3.1 may, during the Contract Period and on written notice to the other, carry out a reconciliation to determine the amount of any payments that are due to the Authority and/or the Contractor (as the case may be) in accordance with this Contract; and

OFFICIAL

- 4.3.2 following the Expiry Date or Termination Date (and subject to Clause 80.13.1 (*Miscellaneous Provisions*)), carry out a reconciliation to determine the amount of any payments that are due to the Authority and/or the Contractor (as the case may be) in accordance with this Contract.
- 4.4 The reconciliations referred to in paragraph 4.3, shall take place:
- 4.4.1 where either Party gives written notice to the other of a requirement for a reconciliation at any time during the Contract Period, at a time to be agreed by the Parties or in the absence of agreement within ten (10) Business Days following the date of receipt of the notice issued by the other Party as referred to paragraph 4.3.1; and/or
- 4.4.2 in the case of early termination or Expiry of this Contract, within ten (10) Business Days of the Termination Date or Expiry Date (as the case may be) or such other date as is agreed by the Parties,
- and shall be carried out in accordance with a methodology to be agreed by the Parties or as determined in accordance with paragraph 4.5.
- 4.5 In the event that the Parties fail to agree any matter arising from the conduct of or the conclusion of any matter arising from a reconciliation, either Party may refer such matter for resolution to the Dispute Resolution Procedure.

OFFICIAL

Part 2 - The Contract Price

1 Firm Price

- 1.1 The Firm Price is the Contract Price payable by the Authority during the Firm Price Period in respect of the Contractor Deliverables and all of the other obligations of the Contractor under this Contract.
- 1.2 The Firm Price has been divided into twelve (12) tranches for each of Year 1, Year 2 and Year 3, setting out the Gross Monthly Payment in each Contract Month during the Firm Price Period.
- 1.3 The Tranches and the Tranche Payments Schedule for the Contractor Deliverables during the Firm Price Period may increase or decrease as a result of an approved Change pursuant to Schedule 11 (*Change Procedure*) as calculated in accordance with paragraph 4 (*Calculating Firm Prices, Adjustment Firm Prices*) of this Part 2 of Schedule 9 (*Pricing and Payment*).

2 Fixed Price

- 2.1 The Fixed Price is the Contract Price payable by the Authority during the Fixed Price Period in respect of the Contractor Deliverables and all of the other obligations of the Contractor under this Contract.
- 2.2 The Fixed Price has been divided into twelve (12) tranches for each of Year 4, Year 5, Year 6 (in respect of Option 1) and Year 7 (in respect of Option 2), setting out the Gross Monthly Payment in each Contract Month during the Fixed Price Period.
- 2.3 The Tranches and the Tranche Payments Schedule for the Contractor Deliverables during the Fixed Price Period may increase or decrease as a result of any variation of the Unit Rates in accordance with paragraph 3 (*Variation of Fixed Price*) of this Part 2 and/or as a result of an approved Change pursuant to Schedule 11 (*Change Procedure*) as calculated in accordance with paragraph 5 (*Calculating Fixed Prices, Adjustment Fixed Prices for Unit Rates*) of this Part 2 of Schedule 9 (*Pricing and Payment*).

3 Variation of Fixed Price

- 3.1 The prices set out in the Price List are fixed at the economic conditions of Year 1. The Price List does not include provision beyond this date for increases or decreases in Unit Rates. Any variation to Unit Rates shall be calculated in accordance with the following formula:

$$V = P (O_i/O_0) - P$$

Where:

V represents the variation of price;

P represents the Fixed Price for Unit Rates as set out in the Price List at the economic conditions of Year 1;

OFFICIAL

O represents the Consumer Price Index (D7BT);

O0 represents the average OUTPUT Price Index figure for the base period [November 2024] to [October 2025]⁵ (as above);

O_i represents the average OUTPUT Price Index figure for the period [November 2024] to [October 2025].

3.2 The Index referred to in paragraph 3.1 shall be taken from the following Tables:

OUTPUT Price Index - ONS Publication MM23 Consumer Price Index (D7BT).

- 3.3 Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 Years are not valid for Variation of Price provisions and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the Contract Period, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- 3.4 In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the Contract Period and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- 3.5 In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in paragraph 3.4 above) shall then be applied.
- 3.6 Notwithstanding the above, any extant index/indices agreed in the Contract shall continue to be used as long as it is/they are available and subject to ONS revisions policy. Payments calculated using the extant index/indices during its/their currency shall not be amended retrospectively as a result of any change to the index or indices.
- 3.7 The Contractor shall notify the Authority of any significant changes in the purchasing/manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both Parties may consider whether any change in this provision would be appropriate.
- 3.8 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

⁵ The base period assumes that In-Service occurs in November 2025.

OFFICIAL

- 3.9 Claims under this paragraph 3 (*Variation of Fixed Price*) shall be submitted to the Bill Paying Branch, certified to the effect that the requirements of this paragraph 3 (*Variation of Fixed Price*) of Part 2 to Schedule 9 (*Pricing and Payment*) have been met.

4 Calculating Firm Prices, Adjustment Firm Prices

- 4.1 The Firm Price and Adjustment Firm Prices shall be calculated (and any adjustments to such Firm Price as a result of any approved Changes pursuant to Schedule 11 (*Change Procedure*)) by reference to the Unit Rates and the Price List (subject always to the provisions of paragraph 6 (*Calculating Adjustment Firm Prices, Adjustment Fixed Prices*) and/or paragraph 7 (*Determining new Unit Rates (Staff)*), which shall apply in circumstances where there is no analogous Unit Rate for any relevant Proposed Additional Contractor Deliverables).

- 4.2 The proposed:

- 4.2.1 Adjustment Firm Price

$$\mathbf{AFP} = (\sum \mathbf{PWI} + \sum \mathbf{NPWI} - \sum \mathbf{R})$$

shall be calculated in accordance with the above formulas, where:

- 4.2.2 **AFP** is the proposed Adjustment Firm Price following the approval of the relevant Change pursuant to Schedule 11 (*Change Procedure*);
- 4.2.3 **$\sum \mathbf{PWI}$** is, in respect of the whole or the relevant part (as the case may be) of the Proposed Additional Contractor Deliverables (which could, for the avoidance of doubt, be a net reduction in the Contractor Deliverables) under the relevant Change pursuant to Schedule 11 (*Change Procedure*) for which there is a Unit Rate⁶, the sum of the quantity of each such Proposed Additional Contractor Deliverables multiplied by the Unit Rate for such Proposed Additional Contractor Deliverables;
- 4.2.4 **$\sum \mathbf{NPWI}$** is, in respect of the whole or the relevant part (as the case may be) of the Proposed Additional Contractor Deliverables (which could, for the avoidance of doubt, be a net reduction in the Contractor Deliverables) under the relevant Change pursuant to Schedule 11 (*Change Procedure*) for which there is no analogous Unit Rate, the sum of the quantity of each such Proposed Additional Contractor Deliverables multiplied by the new Unit Rate determined in accordance with paragraph 6 (*Calculating Adjustment Firm Prices, Adjustment Fixed Prices*) and/or paragraph 7 (*Determining new Unit Rates (Staff)*) for such Proposed Additional Contractor Deliverables; and
- 4.2.5 **R** is the amount of any reduction to be applied to Unit Rates as a result of discounts secured by the Contractor in respect of the relevant Proposed Additional Contractor Deliverables as identified during the Change pursuant to Schedule 11 (*Change Procedure*).

⁶ Unit Rates will contain all profit – there will be no additional fees/charges etc.

OFFICIAL

5 Calculating Fixed Price, Adjustment Fixed Prices for Unit Rates

5.1 The Fixed Price for Unit Rates and Adjustment Fixed Prices for Unit Rates shall be calculated (and any adjustments to such Fixed Price for Unit Rates as a result of any approved Changes pursuant to Schedule 11 (*Change Procedure*) shall be calculated) by reference to the Unit Rates and the Price List (subject always to the provisions of paragraph 6 (*Calculating Adjustment Firm Prices, Adjustment Fixed Prices*) and/or paragraph 7 (*Determining new Unit Rates (Staff)*), which shall apply in circumstances where there is no analogous Unit Rate for any relevant Proposed Additional Contractor Deliverables).

5.2 The proposed:

5.2.1 Adjustment Fixed Price

$$\mathbf{AFXP} = (\sum \mathbf{PWI} + \sum \mathbf{NPWI} - \sum \mathbf{R})$$

shall be calculated in accordance with the above formulas, where:

5.2.2 **AFXP** is the proposed Adjustment Fixed Price following the approval of the relevant Change pursuant to Schedule 11 (*Change Procedure*);

5.2.3 **$\sum \mathbf{PWI}$** is, in respect of the whole or the relevant part (as the case may be) of the Proposed Additional Contractor Deliverables (which could, for the avoidance of doubt, be a net reduction in the Contractor Deliverables) under the relevant Change pursuant to Schedule 11 (*Change Procedure*) for which there is a Unit Rate, the sum of the quantity of each such Proposed Additional Contractor Deliverables multiplied by the Unit Rate for such Proposed Additional Contractor Deliverables;

5.2.4 **$\sum \mathbf{NPWI}$** is, in respect of the whole or the relevant part (as the case may be) of the Proposed Additional Contractor Deliverables (which could, for the avoidance of doubt, be a net reduction in the Contractor Deliverables) under the relevant Change pursuant to Schedule 11 (*Change Procedure*) for which there is no analogous Unit Rate, the sum of the quantity of each such Proposed Additional Contractor Deliverables multiplied by the new Unit Rate determined in accordance with paragraph 6 (*Calculating Adjustment Firm Prices, Adjustment Fixed Prices*) and/or paragraph 7 (*Determining new Unit Rates (Staff)*) for such Proposed Additional Contractor Deliverables; and

5.2.5 **R** is the amount of any reduction to be applied to Unit Rates as a result of discounts secured by the Contractor in respect of the relevant Proposed Additional Contractor Deliverables as identified during the Change pursuant to Schedule 11 (*Change Procedure*).

6 Calculating Adjustment Firm Prices, Adjustment Fixed Prices

6.1 Where the Contractor has identified that there is no analogous Unit Rate for the whole or any part (as the case may be) of the relevant Proposed Additional Contractor Deliverables, then the Parties shall seek to agree a new Unit Rate as follows:

OFFICIAL

- 6.1.1 the Parties shall, within five (5) Business Days of receipt by the Authority's Representative of the relevant Authority Change Notice meet to discuss whether there is any sufficiently detailed cost element within the Price List to derive a new Unit Rate for the whole or the relevant part (as the case may be) of the relevant Proposed Additional Contractor Deliverables;
- 6.1.2 where the Parties:
- (i) agree that there is no sufficiently detailed cost element contained within the Price List to derive a new Unit Rate; or
 - (ii) fail to agree a new Unit Rate,
- then the provisions of paragraph 7 (*Determining new Unit Rates (Staff)*) shall apply to determine the applicable price(s) for the whole or the relevant part (as the case may be) of such relevant Proposed Additional Contractor Deliverables; and
- 6.1.3 any new Unit Rate agreed or determined pursuant to this paragraph 6 and/or paragraph 7 (*Determining new Unit Rates (Staff)*) shall:
- (i) include pricing for all risks associated with the whole or the relevant part (as the case may be) of the relevant Proposed Additional Contractor Deliverables; and
 - (ii) exclude any costs in respect of which the Contractor is entitled to recover under any other provision of this Contract.
- 6.2 Where any new Unit Rate is agreed or determined pursuant to this paragraph 6 and/or paragraph 7 (*Determining new Unit Rates (Staff)*), such new Unit Rate:
- 6.2.1 shall be incorporated into the Price List; and
- 6.2.2 shall be treated as a Unit Rate,
- which shall apply to the calculation of the costs for the whole or the relevant part (as the case may be) of the relevant Proposed Additional Contractor Deliverables for all subsequent Changes pursuant to Schedule 11 (*Change Procedure*).

7 Determining new Unit Rates (Staff)

- 7.1 The Unit Rates for identified Staff grades and/or roles are contained in the Price List.
- 7.2 In calculating the cost of the provision of Staff in the performance of any Proposed Additional Contractor Deliverables the Contractor shall:
- 7.2.1 where there is a Unit Rate in the Price List for any proposed Staff grade and/or role to be utilised in the performance of the Proposed Additional Contractor Deliverables, multiply the number of hours anticipated to be spent by each such Staff grade and/or role in performing the Proposed Additional Contractor Deliverables by the relevant hourly rate for such Staff grade and/or role as more particularly set out in the Price List; and/or

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- 7.2.2 where there is no Unit Rate in the Price List for any proposed Staff grade and/or role to be utilised in the performance of the Proposed Additional Contractor Deliverables, propose the following in the relevant Task Order Proposal or Estimate:
- (i) the rates for each such proposed Staff grade and/or role and the reasons why such rates should apply (including any appropriate comparison with Unit Rates for other Staff (subject always to paragraph 7.2.2(ii)); and
 - (ii) supporting information (including full career details) to demonstrate that the proposed Staff are competent to fulfil the roles and responsibilities allocated to the proposed Staff as contemplated in the relevant Task Order Proposal or Estimate.
- 7.3 The Unit Rates of the proposed Staff shall not exceed the average rate for the relevant grade and/or role of the then current Unit Rates for Staff.
- 7.4 The approval by the Authority's Representative of the proposed Unit Rates in an Estimate (as such proposed Unit Rates may be amended following consideration of the Estimate by the Authority's Representative) will result in the proposed Unit Rates becoming Unit Rates (as more particularly referred to in paragraph 6.2 (*Calculating Adjustment Firm Prices, Adjustment Fixed Prices*)).
- 7.5 The Contractor acknowledges that the Unit Rates are the maximum rates that the Contractor may apply and charge in relation to the performance of the Contractor Deliverables and that it may from time to time and on each occasion it is preparing an Estimate or otherwise offer discounts from the Unit Rates and any such discounts shall be reflected in the relevant Estimate and deducted from the Contract Price as contemplated in paragraph 4.2.5 of this Part 2 of Schedule 9 (*Pricing and Payment*).
- 8 Not Used.**
- 9 No Adjustments to Firm Price and/or Fixed Price**
- 9.1 The Contractor acknowledges and agrees that:
- 9.1.1 the Firm Price shall not, notwithstanding anything to the contrary in this Contract, be increased during the performance of the relevant Contractor Deliverables and/or otherwise be subject to adjustment, other than in relation to an approved Change in accordance with Schedule 11 (*Change Procedure*) and only where and to the extent that such approved Change expressly contemplates an increase in the Firm Price; and
 - 9.1.2 the Fixed Price for Unit Rates shall not, notwithstanding anything to the contrary in this Contract, be increased during the performance of the relevant Contractor Deliverables and/or otherwise be subject to adjustment, other than as indexed as referred to in paragraph 3 (*Variation of Price*) of Part 2 of this Schedule 9 (*Pricing and Payment*) and/or in relation to an approved Change during the Fixed Price Period in accordance with Schedule 11 (*Change Procedure*) and only where and to the extent that

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such approved Change expressly contemplates an increase in the Fixed Price for Unit Rates.

10 Calculating Task Order Prices

- 10.1 The Contractor shall calculate the price of any Task Order Proposal using the applicable methodologies and procedures described in paragraphs 4 (*Calculating Firm Prices, Adjustment Firm Prices*), 5 (*Calculating Fixed Price, Adjustment Fixed Prices for Unit Rates*), 6 (*Calculating Adjustment Firm Prices, Adjustment Fixed Prices*) and 7 (*Determining New Unit Rates (Staff)*) of this Part 2 of this Schedule 9 (*Pricing and Payment*).

Part 3 - Payment

1 Payment

- 1.1 In each Contract Month the Contractor shall submit an invoice in accordance with Clause 18 (*Payment Under CP&F*) for the relevant Monthly Payment.
- 1.2 The invoice referred to in paragraph 1.1 shall be prepared by the Contractor and such invoice shall be based on the agreed payment due in respect of the relevant Contract Month, or where the KPI Report is not agreed and in so far as such disagreement refers to the amount to be paid by the Authority to the Contractor in respect of the relevant Contract Month, the Contractor shall submit such invoice as it considers is due and payable and if the Authority disputes such invoice the Authority shall only pay the amount that it considers is due and the provisions of Clause 21 (*Disputed Amounts*) shall apply.
- 1.3 Following the resolution of any dispute:
 - 1.3.1 any sums paid by the Authority and which are later agreed or determined to be due to the Authority shall be deducted from the Monthly Payment in the Contract Month immediately following such agreement or determination (as the case may be) in accordance with paragraph 4.1 of Part 1 of this Schedule 9 (*Pricing and Payment*); or
 - 1.3.2 any sums withheld by the Authority and which are later agreed or determined to be payable to the Contractor shall be added to the Monthly Payment in the Contract Month immediately following such agreement or determination (as the case may be) in accordance with paragraph of 4.2 of Part 1 of this Schedule 9 (*Pricing and Payment*).
- 1.4 Any payment made by the Authority shall not be construed as acceptance by the Authority of the performance by the Contractor of the Contractor Deliverables nor as a waiver of any of the Authority's rights and remedies either under this Contract or otherwise.

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Appendix 1

Tranche Payments Schedule for the Contractor Deliverables

[To be inserted⁷. An example format of the Tranche Payments Schedule is below, for development by Tenderers.]

Total Annual Payment	Gross Monthly Payment											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Year 1 Firm Price £[]												
Year 2 Firm Price £[]												
Year 3 Firm Price £[]												
Year 4 Fixed Price £[]												
Year 5 Fixed Price £[]												
Year 6												

⁷ Tenderers to propose as part of their Tender Submissions.

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Fixed Price £[]												
Year 7 Fixed Price £[]												

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Appendix 2

Price List

The Price List will need to be clear on what is/is not recoverable as part of the Unit Rates. It is assumed the Tenderers will propose Unit Rates which will include all profit and additional costs of the Contractor.

An example format of the Price List is below⁸

Item No.	Description				Year 1 Firm Price	Year 2 Firm Price	Year 3 Firm Price	Year 4 Fixed Price	Year 5 Fixed Price	Year 6 Fixed Price	Year 7 Fixed Price
1	Unit Rates	Grade A, Supervision (e.g. Project Manager, Commercial)	Hourly rate inclusive of overhead (£/Hr)								
2		Grade B, Skilled:									
2(a)		Senior Engineer									
3 (b)		Junior Engineer									
4		Grade C, Unskilled (e.g. Apprentice)									

⁸ Tenderers to propose as part of their Tender Submissions.

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Appendix 3

Allowable Expenses (Task Orders)

- 1 Claims for [Travel and Subsistence] in respect of a Task Order shall be in accordance with the actual limits listed in the Ministry of Defence Statement of Civilian Personnel Policy as amended from time to time.
- 2 For the avoidance of doubt, any claims under this Appendix 3 to Schedule 9 (*Allowable Expenses*) shall not include any handling charge or Contractor's profit or have VAT charged more than once.
- 3 The Authority will pay claims for [Travel and Subsistence] made in accordance with this Appendix 3 (*Allowable Expenses*) up to the value agreed in the relevant Task Order Proposal.
- 4 [Claims for [Travel and Subsistence] in respect of a Task Order shall be made against the applicable Expenses amount for that Task Order and shall not be made against another Task Order (or any amounts included within the Expenses amount for that other Task Order.
- 5 The Contractor shall not be entitled to claim for [Travel and Subsistence] arising out of or in connection with any travel to or from and/or attendance at the Centre.

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Schedule 10

Task Order Approval Process

1 Purpose

- 1.1 The purpose of this Schedule is to confirm when the Contractor will prepare Task Order Proposals for approval by the Authority in respect of the Core Contractor Deliverables and Exercised Options.

2 Preparation of Task Order Proposals

- 2.1 The Contractor shall, subject to paragraph 2.2.1, within fifteen (15) Business Days (or such other period as is agreed by the Parties) following the issue by the Authority's Representative to the Contractor of a Task Order Request, submit to the Authority's Representative a Task Order Proposal in respect of the applicable Task Order Request, containing, as a minimum, the information set out in paragraph 2.2.

- 2.2 Each Task Order Proposal issued pursuant to paragraph 2.1 shall set out (in the form of the Task Order Proposal Template) the Contractor's detailed proposals in connection with the Proposed Additional Contractor Deliverables, including:

2.2.1 where the proposed Task Order Request is likely to give rise to any matters which in the Contractor's opinion may require the Task Order Proposal to be the subject of a Change in accordance with Schedule 11 (*Change Procedure*), reasonable details of such matters and, notwithstanding the time period for providing the Task Order Proposal as set out in paragraph 2.1, the Contractor shall notify the Authority of the matters referred to in this paragraph 2.2.1 within three (3) Business Days following the issue by the Authority's Representative to the Contractor of the relevant Task Order Request;

2.2.2 details of the Contractor's proposed methodology for the performance of the relevant proposed Additional Contractor Deliverables, including evidence to demonstrate to the Authority's Representative that the Contractor will be able to perform the Proposed Additional Contractor Deliverables in the manner (including as to timing) required by the Authority in the applicable Task Order Request without any impact on the Contractor's ability to perform all the other Contractor Deliverables, and the matters referred to in paragraph 2.2.5(ii);

2.2.3 (where appropriate), the proposed programme for undertaking the Proposed Additional Contractor Deliverables;

2.2.4 the proposed Task Order Price for the performance of the relevant Proposed Additional Contractor Deliverables, together with full details as to how such Task Order Price has been calculated (based on Unit Rates and the Price List);

2.2.5 the:

- (i) extent to which Schedule 2 (*Scope*) will require to be adjusted and the proposed amendments to be made to Schedule 2 (*Scope*); and

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- (ii) extent to which Schedule 3 (*Contractor's Proposals*) will require to be adjusted and the proposed amendments to be made to Schedule 3 (*Contractor's Proposals*); and
- 2.2.6 whether the Contractor reasonably believes that the whole or part of the Proposed Additional Contractor Deliverables requires the agreement of a new Unit Rate because there is no analogous Unit Rate upon which to price such whole or part of such Proposed Additional Contractor Deliverables, together with supporting evidence;
- 2.2.7 details of the Contractor's Key Personnel responsible for the performance of the Proposed Additional Contractor Deliverables (including details of any additional Contractor's Key Personnel responsible for the performance of the relevant Proposed Additional Contractor Deliverables);
- 2.2.8 details of any Sub-Contractors proposed to be appointed to perform the whole or any part of the relevant Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Sub-Contractor;
- 2.2.9 details of the Employees responsible for the performance of the whole or the relevant part of the Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Employees;
- 2.2.10 any access reasonably required by the Contractor to any Authority Site and/or Other Contractor's Premises in order to perform the relevant Proposed Additional Contractor Deliverables, together with any key timelines impacting on costs if such access is not provided;
- 2.2.11 details of any proposed efficiency (and the proposed value of such efficiency) which the Contractor reasonably considers will be generated through the implementation and/or proper performance of the Proposed Additional Contractor Deliverables;
- 2.2.12 details of any additional Necessary Consents (and/or amendments to any existing Necessary Consents) necessary for the performance of the Proposed Additional Contractor Deliverables[;
- 2.2.13 details of the proposed Assurance and Acceptance Process, if applicable, (including Relevant Deliverable, Entry Criteria and Exit Criteria), such detail being set out in the same format as the template at Appendix 2 to this Schedule 10 (*Task Order Approval Process*) and containing an equivalent level of detail to that provided in relation to each Review, which is described in Schedule 4 (*Assurance and Acceptance Process*), as at the Effective Date;
- 2.2.14 details of any proposed Expenses; and
- 2.2.15 any other information the Contractor believes may be relevant and any other information requested by the Authority's Representative from time to time.

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3 Approval of Task Order Proposals

- 3.1 Following receipt of a Task Order Proposal issued in accordance with paragraph 2 (*Preparation of Task Order Proposals*), the Authority's Representative shall be entitled to request any reasonable additional information and/or reasonable assistance (as the case may be) from the Contractor which the Authority's Representative considers appropriate to enable it to decide whether to approve the relevant Task Order Proposal and the Contractor shall provide such information and/or assistance (as the case may be) within three (3) Business Days (or such longer period as may be agreed between the Parties) of receipt of the relevant request for such further information and/or assistance (as the case may be).
- 3.2 In deciding whether to approve a Task Order Proposal, the Authority shall be entitled to take into account all relevant factors which it considers would affect whether the relevant Task Order Proposal is acceptable, including whether:
- 3.2.1 the performance by the Contractor of the Proposed Additional Contractor Deliverables in the manner contemplated by the relevant Task Order Proposal is, in the sole opinion of the Authority, affordable and/or offers value for money;
 - 3.2.2 the Task Order Proposal, in the sole opinion of the Authority, has been prepared in accordance with (and contains all of the information required by) this Schedule 10 (*Task Order Approval Process*) or otherwise to enable the Authority to approve the relevant Task Order Proposal;
 - 3.2.3 the potential impact of the implementation of the Task Order Proposal would, in the sole opinion of the Authority, adversely affect the Contractor's ability to continue to perform any of the Contractor Deliverables and/or its other obligations under this Contract;
 - 3.2.4 in the sole opinion of the Authority, any matters would arise, requiring the proposed adjustment to the Core Contractor Deliverables and/or an Exercised Option to be the subject of a Change pursuant to Schedule 11 (*Change Procedure*);
 - 3.2.5 the potential impact of the implementation of the Task Order Proposal would, in the sole opinion of the Authority, adversely impact on the business and/or activities of the Authority (including, without limitation, any of the Authority's statutory duties); and/or
 - 3.2.6 the implementation of the Task Order Proposal would breach any Legislation and/or any wider government strategy and/or government policy.
- 3.3 As soon as reasonably practicable following the later of the submission to the Authority's Representative of a Task Order Proposal and the receipt by the Authority's Representative of any additional information requested by the Authority's Representative pursuant to paragraph 3.1 in respect of such Task Order Proposal, the Authority's Representative shall notify the Contractor (in writing) whether the Authority:
- 3.3.1 is of the view that the Task Order Request should be the subject of an Authority Change Notice;

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- 3.3.2 approves the Task Order Proposal, the Task Order Price for the Task Order Proposal and the incorporation of the Proposed Additional Deliverables into the relevant parts of Schedule 2 (*Scope*) and Schedule 3 (*Contractor's Proposals*), whereupon the Authority shall issue a Task Order and the Contractor shall carry out the Proposed Additional Contractor Deliverables as part of the Contractor Deliverables in accordance with the terms of the approved Task Order Proposal;
- 3.3.3 requires the Contractor to review and/or amend the whole or any part of the relevant Task Order Proposal to address any comments and/or concerns of the Authority's Representative and the provisions of paragraph 3.4 shall apply following the receipt by the Contractor of such comments and/or concerns; or
- 3.3.4 rejects the Task Order Proposal, in which case the Task Order Request shall be deemed to have been withdrawn,

provided always that, notwithstanding the foregoing provisions of this paragraph 3.3, the Authority's Representative may, at any time after receipt of the notice referred to in paragraph 2.2.1, notify the Contractor (in writing) that the Authority intends to issue an Authority Change Notice in relation to the Task Order Request that is the subject of such notice and not proceed with the Task Order Proposal.

- 3.4 The Contractor shall, as soon as reasonably practicable following receipt of the comments and/or concerns from the Authority's Representative referred to in paragraph 3.3.3 review and/or amend (as applicable) such Task Order Proposal and re-submit such amended Task Order Proposal (addressing each of the comments and/or concerns raised by the Authority's Representative) to the Authority's Representative for approval pursuant to paragraph 2.1 (*Preparation of Task Order Proposals*) and the remaining provisions of paragraph 2 (*Preparation of Task Order Proposals*) and this paragraph 3 (*Approval of Task Order Proposals*) shall apply (*mutatis mutandis*) to the review and amendment of such re-submitted Task Order Proposal (and any subsequent re-submission of such re-submitted Task Order Proposal) as if such re-submitted Task Order Proposal was the Task Order Proposal initially submitted by the Contractor pursuant to paragraph 2.1 (*Preparation of Task Order Proposals*) and reference to the "Task Order Request" in paragraph 2.1 (*Preparation of Task Order Proposals*) is a reference to such notice containing the comments and/or concerns of the Authority's Representative.

4 General provisions relating to Task Order Proposals and Task Orders

- 4.1 The Contractor acknowledges that any costs and/or expenses incurred by the Contractor in the preparation and/or progression of any Task Order Proposal (including the provision of any additional information and/or assistance requested by the Authority's Representative pursuant to paragraph 3.1 (*Approval of Task Order Proposals*), any review and/or amendment of any Task Order Proposal pursuant to paragraph 3 (*Approval of Task Order Proposals*) and/or in relation to the agreement and/or determination of any new Unit Rate in accordance with paragraph 7 of Part 2 of Schedule 9 (*Pricing and Payment*)) have been taken into account in determining (and shall form part of) the Firm Price and the Fixed Price and the Contractor shall not be entitled to any additional payment of whatever nature arising out of or in connection with such preparation and/or progression of any Task Order Proposal (including where the Authority rejects any Task Order Proposal pursuant to paragraph 3.3.4 (*Approval of Task Order Proposals*)).

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- 4.2 The Authority shall provide and/or make available to the Contractor such information and/or assistance as may be reasonably required by the Contractor to enable it to prepare and progress Task Order Proposals, provided always that the Contractor acknowledges that it shall not be reasonable to require the Authority to provide such information and/or assistance where this may cause the Authority to be in breach of:
- 4.2.1 any Legislation; and/or
 - 4.2.2 any contractual obligation owed by the Authority to any Third Party (including any duty of confidentiality to any such Third Party),
- and/or where such information is otherwise confidential to the Authority and/or any such Third Party and/or where the Authority is not contractually entitled to require such Third Party to provide such information and/or assistance.
- 4.3 The Contractor acknowledges and agrees that where the Authority provides the information and/or assistance referred to in paragraph 4.2 (*General provisions relating to Task Order Proposals and Task Orders*), the Authority's agreement to provide such information and/or assistance may be subject to such conditions as the Authority may require and provided further that without prejudice to any other provisions of this Contract, the Authority gives no warranty or undertaking of whatever nature in respect of such information nor does the Authority warrant that such information represents all of the information in its possession or power relevant or material to the development of a Task Order Proposal and the Authority shall not be liable to the Contractor for any failure to make available such information to the Contractor or update such information or of any inaccuracy, error, defect, inadequacy or omission in relation to such information.
- 4.4 The Contractor shall not commence any Task Order until the Authority has issued to the Contractor the relevant Task Order Proposal endorsed by the Authority's Representative in accordance with the endorsement set out on the Task Order Proposal Template at Appendix 1.

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Appendix 1 – Task Order Proposal Template

Task Order Request Number	
Task Order Proposal Details	Description
Proposed Additional Contractor Deliverables	
Detailed description of the Proposed Additional Contractor Deliverables to be performed by the Contractor in connection with the Task Order Request, including the proposed methodology as to how such Proposed Additional Contractor Deliverables will be performed	
Details of the proposed programme for the performance of the Proposed Additional Contractor Deliverables, including (where appropriate) evidence demonstrating that such Proposed Additional Contractor Deliverables can be performed in a timely manner	
Details of the proposed Task Order Price for the performance of the Proposed Additional Contractor Deliverables (calculated in accordance with Schedule 9 (<i>Pricing and Payment</i>) and utilising the Unit Rates), including full details as to how such Task Order Price was calculated as set out in the Price List (forming Appendix 2 to Schedule 9 (<i>Pricing and Payment</i>))	
Where the Contractor reasonably believes that the whole or part of the Proposed Additional Contractor Deliverables requires a new Unit Rate (as there is no such analogous Unit Rate for the whole or part of the Proposed Additional Contractor Deliverables), the Contractor shall provide such details of the new Unit Rate and supporting evidence	
A Task Order Payment schedule setting out details of how the Task Order Request is intended to be paid throughout the performance of the Proposed Additional Contractor Deliverables	
Any Expenses relevant to the Proposed Additional Contractor Deliverable	
Details of the Key Roles and the Key Personnel responsible for the performance of the Proposed Additional Contractor Deliverables, including any additional Key Personnel (and/or any additional Key Roles) responsible for the performance of the	Name: Job: Responsibilities:

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Task Order Request Number	
Task Order Proposal Details	Description
relevant Proposed Additional Contractor Deliverables	Qualifications: Experience:
Details of the Sub-Contractors proposed to be appointed to perform any part of the relevant Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Sub-Contractor	Name of Company: Responsibilities: Experience: On any Restricted List:
Details of the Employees responsible for the performance of the relevant part of the Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Employees	
Details of any access that the Contractor reasonably believes will be required to any Authority Site and/or Other Contractor's Premises to enable the performance of the Proposed Additional Contractor Deliverables, including any key timelines impacting on costs if such access is not provided	
Details of any proposed efficiency (and the proposed value of such efficiency) anticipated to be generated through the performance of the Proposed Additional Contractor Deliverables	
Details of any actual or anticipated impact on the Authority's statutory duties arising as a result of the implementation of the Proposed Additional Contractor Deliverables	
Details of any additional Necessary Consents (and/or amendments to any existing Necessary Consents) necessary for the performance of the Proposed Additional Contractor Deliverables	
Details of the proposed Assurance and Acceptance Process (if relevant) (including Relevant Deliverables, Entry Criteria and Exit Criteria) of the Proposed Additional Contractor Deliverables set out in the format of the attached template at Appendix 2 of this Schedule 10 (<i>Task Order Approval Process</i>).	

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Task Order Request Number				
Task Order Proposal Details			Description	
Any other information relevant to the Proposed Additional Contractor Deliverables				
Signed			Date	
Circulation	Contractor's Representative:	Authority's Representative (Commercial):	Other:	Insert Details

The Task Order Proposal detailed above is endorsed by the Authority.

Signed by the Authority's Representative

.....

Commercial Officer

Date:

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Appendix 2 – Assurance Process Template

1	Description	
2	Responsibility	
3	Review Date	
4	Relevant Deliverable	
5	Review Period	
6	Relevant Deliverable Submission Date	
7	Relevant Deliverable Format	
8	Entry Criteria	
9	Exit Criteria	

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Schedule 11

Change Procedure

1 Permitted Change/No Change

- 1.1 A Change may be requested to vary this Contract at any time.
- 1.2 The Parties have agreed that, to facilitate the efficient and effective call-off by the Authority of Additional Contractor Deliverables, the provisions of Schedule 10 (*Task Order Approval Process*) shall apply (and this Schedule 11 (*Change Procedure*) shall not apply) to the call-off by the Authority of such Additional Contractor Deliverables, provided always that the provisions of this Schedule 11 (*Change Procedure*) shall apply where either Party wishes to change such Additional Contractor Deliverables.
- 1.3 Any failure by the Contractor to achieve the successful completion of any of its obligations in accordance with this Contract resulting in any additional work being required to be carried out by the Contractor to achieve successful completion of its obligations (including satisfaction of any Entry Criteria or Exit Criteria) shall not be an Authority Change for the purposes of this Schedule 11 (*Change Procedure*).

2 Contract Conforming

- 2.1 If the Authority confirms an Estimate provided in accordance with paragraph 8.1.1 (*Confirmation or Withdrawal of Authority Notice*) or approves a Contractor Change Notice in accordance with paragraph 11 (*Contractor Changes*):
 - 2.1.1 the Parties shall enter into any documents (and/or take such further steps) to amend this Contract which are necessary to give effect to the Authority Change and/or Contractor Change (and which shall record any other changes agreed to this Contract under Clause 4 (*Pricing and Payment and Task Orders*) since the last memorandum amending this Contract was entered into); and/or
 - 2.1.2 the Contractor shall commence the implementation of the relevant Change as soon as reasonably practicable following due completion of such memorandum or to the timescale expressly set out in such memorandum.
- 2.2 Unless the Parties otherwise agree, all Changes shall be requested, approved or rejected using the forms attached at Appendices 1 to 3 to this Schedule 11 (*Change Procedure*).

3 Right to propose Authority Changes

- 3.1 If the Authority requires an Authority Change, it must serve a notice on the Contractor in accordance with paragraph 4.1 (*Authority Change Notice*).
- 3.2 The Authority may require Changes at any time during the Contract Period and for any reason.
- 3.3 The Contractor shall be entitled to refuse an Authority Change which:
 - 3.3.1 requires any material activity required to perform the Contractor Deliverables to be performed in a way that infringes any Law;

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- 3.3.2 would materially and adversely affect the Contractor's ability to perform the Contractor Deliverables (except those Contractor Deliverables which have been specified as requiring to be amended in the Authority Change Notice) in a manner not compensated pursuant to this Schedule 11 (*Change Procedure*);
- 3.3.3 would materially and adversely affect the health and safety of any person;
- 3.3.4 would, if implemented, materially and adversely change the nature of this Contract (including its risk profile) in a manner not compensated pursuant to this Schedule 11 (*Change Procedure*); or
- 3.3.5 the Authority does not have the legal power or capacity to require implementation of such Authority Change,

provided always that, notwithstanding the foregoing provisions of this paragraph 3.3 and/or any other provision of this Contract, the Contractor shall have no right to object to any Authority Change to give effect to the exercise of any Option.

4 Authority Change Notice

4.1 The Authority Change Notice shall:

- 4.1.1 set out the proposed change required in reasonable detail to enable the Contractor to calculate and provide the Estimate in accordance with paragraph 5.1.1 (*Contractor's Estimate*); and
- 4.1.2 require the Contractor to provide to the Authority, within fifteen (15) Business Days of receipt of the Authority Change Notice, either:
 - (i) confirmation as to when an estimate of the likely effects of the proposed change will be provided to the Authority and the Contractor shall use all reasonable endeavours to obtain all relevant information as is required to provide the estimate of the likely effects of the proposed change expeditiously; or
 - (ii) an estimate of the likely effects of the proposed change setting out the information referred to in paragraph 5 (*Contractor's Estimate*) below,

and (unless the Parties agree otherwise) the Authority Change Notice shall be in the form attached at Appendix 1 to this Schedule 11 (*Change Procedure*).

5 Contractor's Estimate

5.1 As soon as practicable and in any event:

- 5.1.1 within fifteen (15) Business Days after having received the Authority Change Notice, or on or before the date agreed for the production of an Estimate in the circumstances referred to in paragraph 4.1.2(i) (*Authority Change Notice*), the Contractor shall deliver to the Authority the Estimate. The Estimate shall be in the form attached at Appendix 2 to this Schedule 11 (*Change Procedure*) unless the Authority (acting reasonably) requires the information to be in a different format.

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5.2 The Estimate shall include the opinion of the Contractor on:

- 5.2.1 whether relief from compliance with obligations is required, including the obligations of the Contractor to meet any relevant part of Schedule 2 (*Scope*) and/or the operation of the KPI regime in Schedule 6 (*Performance Management Regime*) during the implementation of the proposed Authority Change;
- 5.2.2 any impact on the provision of the Contractor's obligations under the Contract, including whether the proposed change is in contravention of paragraph 3 (*Right to propose Authority Changes*);
- 5.2.3 any amendment required to this Contract and/or any ancillary documentation as a result of the proposed Authority Change including, where a new and/or amended Assurance and Acceptance Process is required as a result of the implementation of the proposed Authority Change, details of the proposed new and/or amended Assurance and Acceptance Process (including any Relevant Deliverable, Entry Criteria and Exit Criteria) and Acceptance Criteria (as applicable) for the review, approval, assurance and/or Acceptance of the Proposed Additional Contractor Deliverables) such detail being set out in the same format as the template at Appendix 2 to Schedule 10 (*Task Order Approval Process*) and containing an equivalent level of detail to that provided in relation to each Review, which is described in Schedule 4 (*Assurance and Acceptance Process*) as at the Effective Date;
- 5.2.4 any amendment required to the Monthly Payment;
- 5.2.5 any additional Necessary Consents which are required (and/or any existing Necessary Consents which are required to be amended) in each case, to give effect to the relevant Authority Change; and
- 5.2.6 the proposed method of certification of implementation of the Authority Change and/or the certification of any operational aspects of the Contractor's obligations under this Contract required by the proposed Authority Change.

6 **Discussion**

- 6.1 As soon as practicable after the Authority receives the Estimate, the Parties shall discuss and agree the issues set out in the Estimate, including:
 - 6.1.1 providing evidence that the Contractor has used reasonable endeavours (including (where practicable) the use of competitive quotes) to minimise any increase in costs and maximise any reduction in costs;
 - 6.1.2 demonstrating how any requirement for the proposed Change is being considered and developed in a cost effective manner; and
 - 6.1.3 demonstrating that any costs arising as the result of the Change that have been avoided, which were anticipated to be incurred but which has been affected by the Authority Change concerned, have been taken into account in the amount or adjustment it has proposed under paragraph 5.2.4 (*Contractor's Estimate*).

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- 6.2 In such discussions the Authority may modify the Authority Change Notice. The Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days after receipt of such modification, notify the Authority of any consequential changes to the Estimate.

7 Disputes

- 7.1 If the Parties cannot agree on the contents of the Estimate, then the Dispute will be determined in accordance with the Dispute Resolution Procedure.

8 Confirmation or Withdrawal of Authority Notice

- 8.1 As soon as reasonably practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to the Dispute Resolution Procedure, the Authority's Representative shall:

- 8.1.1 confirm in writing to the Contractor that the Estimate (or the Estimate as may have been changed in accordance with paragraph 6.2 (*Discussion*)) is approved and the Parties shall enter into any documents which are necessary to give effect to the change as contemplated in paragraph 2 of this Schedule 11 (*Change Procedure*); or
- 8.1.2 withdraw the Authority Change Notice, and the Contractor shall not be entitled to any payment or compensation for or in respect of the preparation of the proposed change.

9 Failure to Confirm Authority Change

- 9.1 Subject to paragraph 9.2, if the Authority does not confirm the Estimate (as may have been changed in accordance with paragraph 6.2 (*Discussion*)) within twenty (20) Business Days of:

- 9.1.1 the contents of the Estimate having been agreed in accordance with paragraph 6 (*Discussion*) (or any later date contained within an Estimate which extends the period for which that Estimate remains valid beyond such twenty (20) Business Day period); or
- 9.1.2 following any determination pursuant to paragraph 7 (*Disputes*),

the Authority Change Notice shall be deemed to have been withdrawn.

- 9.2 The Authority Change Notice shall not be deemed to have been withdrawn in accordance with paragraph 9.1 if the Authority notifies the Contractor otherwise in writing prior to the expiry of the period referred to in paragraph 9.1 (or any extended period notified by the Authority in accordance with this paragraph (as the case may be)) of a later date by which the Authority intends to confirm whether it should proceed with such Change.

10 Adjustment to the Contract Price

- 10.1 In the event that the Estimate has been confirmed and approved by the Authority, then any adjustment to the Monthly Payment shall be calculated (and any other adjustments to this Contract shall be made) so that the Contractor is left in no better and no worse position than it would have been in had the relevant Authority Change not be implemented.

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11 **Contractor Changes**

- 11.1 If the Contractor wishes to introduce a change to this Contract, it must serve a Contractor Change Notice on the Authority in the form of Appendix 3.
- 11.2 The Contractor Change Notice must:
 - 11.2.1 set out the proposed change to the Contractor's obligations under this Contract and/or any other proposed changes in reasonable detail to enable the Authority to evaluate it in full;
 - 11.2.2 specify the Contractor's reasons for proposing the change and the impact on the Contractor Deliverables and/or any other matters including, where there is any impact on the Assurance and Acceptance Process, details of the proposed Assurance Process (including Relevant Deliverables, Entry Criteria and Exit Criteria) and Acceptance Criteria (as applicable) for the review, approval, assurance and/or Acceptance of the Proposed Additional Contractor Deliverables, such detail being set out in the same format as the template at Appendix 2 to Schedule 10 (*Task Order Approval Process*) and containing an equivalent level of detail to that provided in relation to each Review, which is described in Schedule 4 (*Assurance and Acceptance Process*) as at the Effective Date;
 - 11.2.3 request the Authority to consult with the Contractor with a view to deciding whether to agree to the change and, if so, what consequential changes the Authority requires as a result;
 - 11.2.4 identify any implications of the change to this Contract;
 - 11.2.5 indicate, in particular, whether a variation to the Monthly Payment is proposed (and, if so, give a detailed cost estimate of such proposed change) and any other information which the Contractor considers relevant which would be required to be set out in an Authority Change Notice and/or the Estimate (as if the Contractor Change Notice was responding to an Authority Change Notice); and
 - 11.2.6 indicate if there are any dates by which a decision by the Authority is critical.
- 11.3 The Authority shall evaluate the Contractor Change Notice taking into account all relevant issues, including whether:
 - 11.3.1 a change to the Monthly Payment will occur;
 - 11.3.2 the change affects the quality of the Contractor Deliverables or the likelihood of successful delivery of the Contractor Deliverables and/or any other impact on the Contractor and/or the Authority;
 - 11.3.3 the change will interfere with the relationship of the Authority with Third Parties and/or interfere with the wider business and/or activities of the Authority (whether or not in the contemplation of the Parties at the Effective Date) in connection with the Contractor Deliverables and how the Authority may wish to use and exploit the same;
 - 11.3.4 the change will interfere with or affect any of the Authority's statutory duties;

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- 11.3.5 the financial, technical and/or operational strength of the Contractor is sufficient to perform the changed Contractor Deliverables; or
- 11.3.6 the change materially affects the risk or costs to which the Authority is exposed and/or impacts on other procurements and/or business strategies of the Authority.
- 11.4 Within ten (10) Business Days after receiving the Contractor Change Notice (or such other date as may be agreed), the Parties shall meet and discuss the matters referred to in it. During their discussions, the Authority may propose modifications to and/or confirm or reject the Contractor Change Notice.
- 11.5 If the Authority's Representative wishes to proceed with the Contractor Change Notice (with or without modification), the Authority's Representative shall confirm such intention by notice in writing to the Contractor and the Parties shall enter into any documents which are necessary to give effect to the change as contemplated in paragraph 2 of this Schedule 11 (*Change Procedure*).
- 11.6 If the Authority rejects the Contractor Change Notice, it shall give its reasons for such a rejection (provided that nothing in this paragraph 11.6 shall affect the Authority's right to reject such Contractor Change in its absolute discretion) and the Contractor shall not be entitled to any payment and/or compensation for or in respect of the relevant Contractor Change Notice.
- 11.7 Unless the Authority's acceptance specifically agrees to an increase in the Monthly Payment, there shall be no increase in the Monthly Payment as a result of a Change proposed by the Contractor.
- 11.8 If the change set out in the Contractor Change Notice causes or will cause the Contractor's costs to decrease, then the Monthly Payment shall be adjusted to reflect the decrease in costs.

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- (b) grades employed.
- (2) Risk (if any) – substantiated by evidence.
- (3) Contingencies (if any) – substantiated by evidence;
- (4) The matters identified in paragraph 5 of Schedule 11 (*Change Procedure*)

Initiated by the Authority:

Post Title:

Name:

Date:

Signed:

Commercial Endorsement By:

Post Title:

Name:

Date:

Signed:

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APPENDIX 2

CONTRACTOR ESTIMATE

To:	From:	Date:
	Originator:	
	Email:	Tel:
RAF CAM Reference No: 701577386		

1. The Contractor acknowledges this proposed Change and has assigned the following reference number:

Contractor Reference No:

2. An Estimate is attached for this proposed Change (as may have been amended in discussions between the Contractor and the Authority) and containing all relevant information arising from the proposed Change (including the matters identified in paragraph 5 of Schedule 11 (*Change Procedure*)).

The Contractor agrees to be bound by the terms of the attached Estimate (subject to entry into of a memorandum and any other required documents as referred to in Clause 85 of the Contract (*Amendments to Contract*)) and confirms and acknowledges that following the entry into of such memorandum all the other terms and conditions of the Contract will remain unchanged.

Name:

Post Title:

Date:

.....

Signed by an authorised representative on behalf of the Contractor

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APPENDIX 3

CONTRACTOR CHANGE FORM – PROPOSAL OF CHANGE, ESTIMATE AND JUSTIFICATION

To:	From:	Date:
	Originator:	
	Email:	Tel:
RAF CAM Reference No: 701577386		

1. The Contractor proposes the following Change and has assigned the following reference number:

Contractor Reference No:

2. An Estimate is attached for this proposed Change (as may have been amended in discussions between the Contractor and the Authority) and containing all relevant information arising from the proposed Change (including the matters identified in paragraph 5 of Schedule 11 (*Change Procedure*)).

The Contractor agrees to be bound by the terms of the attached Estimate (subject to entry into of a memorandum and any other required documents as referred to in Clause 85 of the Contract (*Amendments to Contract*)) and confirms and acknowledges that following the entry into such memorandum all the other terms and conditions of the Contract will remain unchanged.

Name:

Post Title:

Date:

.....

Signed by an authorised representative on behalf of the Contractor

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Schedule 12

Quality Performance Indicators

Overview

A Quality Performance Indicator (QPI) is a quantifiable measure of an element of the management approach being used or planned to be used in meeting an organisation's objectives. QPIs are used to mitigate the risk of contractual deliverables not meeting requirements and selected from: generic requirements from the quality requirements of the Schedule of Requirements (SOR), specific requirements of the SOR, or requirements of an organisation's processes as directed by the plans to realise those processes by performing work. Evidence to support QPIs could be management planning artefacts, output work products, interim work products or by-products of the work.

QPI Scoring

Quality Performance Indicators

The Contractor shall comply with the Quality Performance Indicators (QPIs) for AQAP 2110.

As detailed below, the Contractor shall score themselves against the QPIs on a quarterly basis and shall provide a report detailing each of their QPI scores to the Government's Quality Assurance Representative (GQAR) ten (10) Business Days in advance of the Quality Assurance Group (QAG) meeting.

Where, in any quarterly period, the Contractor receives a QPI score of 1 or below in respect of any QPIs, the Contractor shall:

as soon as reasonably practicable following the QPI meeting where such score was validated, provide the Authority with details of the remedial action that the Contractor intends to increase the QPI score to 2 or above and provide evidence that the Contractor has implemented such remedial action and provide details of the effect of such remedial action at least ten (10) Business Days prior to the next QPI meeting.

QPI Score	Criteria	Outcome
4	The QPI is being met, is optimised, and can improve the delivery of the project.	HIGH VALUE ADDED
3	The QPI is being met, managed, and demonstrates clearly that a SET of requirements are being met.	VALUE ADDED
2	The QPI is being met and demonstrates achievement of a SINGLE/LIMITED requirement.	VALUED
1	The QPI is being met and continues in place. The QPI provides some evidence that a requirement is or will be met.	LIMITED VALUE
-1	The QPI is only an indicator and has limited ability to demonstrate that a requirement is being or will be met.	LOW VALUE
-2	The QPI is only an indicator and has no ability to demonstrate that a requirement will be met.	MINIMAL VALUE

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-3	The QPI is established but there is conflicting evidence that it is being met or does not help demonstrate requirements are being or will be met.	NO VALUE
-4	The QPI has not been met and there is an increasing risk that the contract requirement(s) will not be met, or the QPI has not been established and remedial action needs to be put in place.	RISK INCREASES

Table 1: QPI Scoring

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QPIs Against the Primary AQAP 2110

QPI Serial Number	QPI Title	Description	Criteria	Indicator	Continued Performance	Performance Measure +4 to -4
1	GQAR	AQAP para 5.1.1 requires top management to appoint a representative for government Quality Assurance (GQA).	Resource Nominated.	Yes	Resource is Effective in role.	
2	Supplier's Quality Plan (SQP)	AQAP para 5.4.1.1 requires an SQP to be in place.	An SQP is available prior to start of work. (AQAP 2105 does apply)	Yes	SQP is effective	
3	Risk Approach	AQAP para 5.2.1 requires evidence of risks including external Supplier risks to be planned for.	A method of risk identification is in place.	Yes	Risk Approach is effective.	
4	Configuration Management Plan (CMP)	AQAP para 5.4.1.2.2 requires a contract CMP to be in place.	A CMP is available. (Def Stan 05-057 applies).	Yes	CMP is being implemented and is effective.	
5	Post Award GQA	AQAP para 5.4.2 has an option for a Post Award GQA Meeting.	A Post Award GQA Meeting is planned for or has taken place.	Yes	GQA Meetings are regular valued and planned.	
6	Critical Characteristics (CC)	AQAP para 5.4.3 requires Health, Safety, Performance, and dependability CC to be identified.	CC are identified.	Yes	CC are regularly reviewed and managed.	
7	Purchasing Information	AQAP para 5.4.6.1 requires flow down of relevant AQAP(s) to the supply chain.	Purchase orders and sub-contracts include all applicable AQAP(s).	Yes	Considered decisions on applicability are effective.	
8	Counterfeit Material (CMat)	Def Stan 05-135 requires a process for the avoidance,	A description for the avoidance, detection,	Yes	Process is Effective.	

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QPI Serial Number	QPI Title	Description	Criteria	Indicator	Continued Performance	Performance Measure +4 to -4
		detection, mitigation, and disposition of CMat.	mitigation, and disposition of CMat is provided. (Def Stan 05-135 applies)			
9	Communications	AQAP para 5.4.6.3 requires that the Acquirer/GQAR is notified of products that are rejected, reworked, or repaired including Government Furnished Equipment (GFE).	An agreed time limit and method of notification is in place.	Yes	Communications are being managed and are effective.	
10	Traceability	AQAP para 5.4.8 requires items or components to be traceable where failure could lead to loss of equipment or life. AQAP 2110 also requires the Supplier to retain documented info for traceability of components across the entire supply chain from origin to final assembly.	Components that present risk to equipment loss or loss of life are identified.	Yes	Regular reviews are in place that enable traceability requirement to be determined.	
11	Certificate of Conformity (CofC)	AQAP para 5.4.11 provides option on a CofC at point of release.	The need and format for a CofC is agreed. (Defcon 627 may apply)	Yes	Where CofCs are requested, they continue to be delivered.	
12	Product Verification	AQAP para 5.4.11 requires a minimum of 10 working days notification to Acquirer/GQAR for any final inspection or formal acceptance activities.	A delivery plan is in place including the 10-day notification period for Acquirer/GQAR.	Yes	Deliverable items, including documents, are made available with a minimum of 10 days.	

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QPI Serial Number	QPI Title	Description	Criteria	Indicator	Continued Performance	Performance Measure +4 to -4
		This must include deliverable documentation.				
13	Control of Non-Conforming Product (NCP)	AQAP para 5.4.12 requires a documented procedure which identifies, controls, and segregates all NCP.	An NCP procedure is in place. (Def Stan 05-061 Pt1 applies)	Yes	The procedure for control of NCP effective.	
14	Supply Chain Management	AQAP para 5.4.12 requires the Supplier to notify the Acquirer/GQAR of any NCP from an External provider that has been subject to GQA	An agreed time limit and method of notification is in place.	Yes	NCP, including documents, are notified to Acquirer/GQAR within the timescales agreed.	
15	Internal Audit	AQAP para 5.5.2 requires the Supplier to identify contract related critical processes and activities.	Critical Processes and Activities are identified and included in an annual audit plan.	Yes	Audits are being conducted to plan. Risks are mitigated.	
16	Improvement	AQAP para 5.6.1 requires the Supplier to define process and tool and techniques to support Root Cause Analysis (RCA) for N/C's.	A description for RCA process including tool and techniques are provided.	Yes	Root cause analysis is effective.	

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Schedule 13

Required Insurances

POLICIES TO BE TAKEN OUT BY THE CONTRACTOR AND MAINTAINED DURING THE ONGOING MAINTENANCE PERIOD

1 Third Party Public and Products Liability Insurance

1.1 Insured

Contractor

1.2 Interest

To indemnify the insured (as specified in paragraph 1.1 above) in respect of all sums that the insured (as specified in paragraph 1.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental;

1.2.1 death or bodily injury, illness or disease contracted by any person;

1.2.2 loss or damage to property;

happening during the period of insurance (as specified in paragraph 1.6 below) and arising out of or in connection with this contract.

1.3 Limit of indemnity

Not less than fifty million pounds (£50,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).

1.4 Maximum deductible threshold

Not to exceed £*[To be proposed by Tenderers]* each and every occurrence of third party property damage.

[Maximum deductible thresholds will need to be proposed by Tenderers.]

1.5 Period of insurance

From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties

1.6 Cover features and extensions

1.6.1 Cross liability clause

1.6.2 Contingent motor vehicle liability

1.6.3 Legal defence costs

1.6.4 Indemnity to principals clause

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- 1.6.5 Health & Safety at Work Act(s) clause
- 1.6.6 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007
- 1.6.7 Where applicable, airside liability insurance in respect of relevant risks associated with the Contract.
- 1.7 Principal exclusions
 - 1.7.1 War and related perils.
 - 1.7.2 Nuclear/radioactive risks.
 - 1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured (as specified in paragraph 1.1 above) arising out of the course of their employment.
 - 1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
 - 1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured (as specified in paragraph 1.1 above).
 - 1.7.6 Liability in respect of loss or damage to property in the care, custody and control of the insured (as specified in paragraph 1.1 above) but this exclusion is not to apply to all property belonging to the Employer which is in the care, custody and control of the insured (as specified in paragraph 1.1 above).
 - 1.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
 - 1.7.8 Liability arising from pollution and contamination unless caused by a sudden, unintended, unexpected and accidental occurrence.

2 Professional Indemnity Insurance

2.1 Insured

Contractor

2.2 Interest

To indemnify the insured (as specified in paragraph 2.1 above) for all sums which the insured (as specified in paragraph 2.1 above) may become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the insured (as specified in paragraph 2.1 above) during the period of insurance (as specified in paragraph 2.6 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and specification in relation to this contract.

2.3 Limit of Indemnity

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Not less than one million pounds (£1,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance (as specified in paragraph 2.6 below).

2.4 Maximum deductible threshold

Not to exceed £[*To be proposed by Tenderers*] each and every claim.

[*Maximum deductible thresholds will need to be proposed by Tenderers.*]

2.5 Period of insurance

From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties and a period of six (6) years following the expiry or termination of this contract whichever occurs earlier.

2.6 Cover features and extensions

2.6.1 Loss of documents and computer records extension.

2.6.2 Retroactive cover from the date of this contract or retroactive date no later than the date of this contract in respect of any policy provided on a claims made form of policy wording.

2.7 Principal exclusions

2.7.1 War and related perils.

2.7.2 Nuclear/radioactive risks.

2.7.3 Insolvency of the insured (as specified in paragraph 2.1 above).

3 **Policies to be taken out as required by United Kingdom Law.**

3.1 Parties to this contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, Employers' Liability Insurance and Motor Third Party Liability Insurance.

3.2 Employers liability insurance

The limit of indemnity for the employers' liability insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance.

3.3 Motor vehicle insurance

The limit of indemnity for motor vehicle third party liability insurance shall be any one occurrence the number of occurrences being unlimited in any annual period of insurance.

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Schedule 14

IPR

1 Definitions

1.1 For the purposes of this Schedule, the following definitions apply in addition to those set out in Schedule 1 (*Definitions*):

1.1.1 “**Contract Data Requirement**” means a data requirement referred to in the Schedule of Requirements the format and content of which is set out or referenced in DEFFORM 315.

1.1.2 “**Registered Design**” has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949.

1.1.3 “**for the Services of the United Kingdom Government**” means anything done in relation to Articles owned or used by the Authority, under the authority of, or to the order of, a Minister of the Crown in pursuance of authority vested in the Minister by Parliament.

2 Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

2.1 The provisions of Part A and B hereof, shall apply in relation to any invention or design made in the course of or resulting from work carried out by the Contractor under the Contract (hereinafter respectively referred to as the “**invention**” and the “**design**”).

Part A - Contracts For Work Classified As 'Official-Sensitive' Or Higher

2.2 Where any invention or design, to which the provisions of this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) apply, is made outside the UK and where local laws so require, any application may, notwithstanding the provisions of Paragraph 2.3.3 of this Schedule, be made under conditions of secrecy at the local Patent Office of the territory where the invention or the design was made. Where local laws so require, the supply of a copy of the application under paragraph 2.6.1 shall be subject to any necessary approval of the local Patent Office but the application number and date of filing shall be notified to the Authority in all cases.

2.3 ...

2.3.1 The Contractor shall ensure that they and any patent agent or attorney engaged by them shall treat the invention or design as bearing a Security Classification at least as high as the work to which it relates pending formal determination of its appropriate classification.

2.3.2 The preparation and filing of applications to which this paragraph 2.3 relates shall be handled by the Contractor's own patent department under the conditions of security applicable under the Contract. If the Contractor does not have their own patent department they shall, before initiating the preparation of any application, secure the written agreement of the Authority as to the patent agent or attorney that they propose to employ for the preparation and filing of such an application.

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- 2.3.3 Every application to which this paragraph 2.3 relates, whether filed by the Contractor or by a patent agent or attorney engaged by them, shall be filed direct with the Security Section of the UK Patent Office, who shall be notified at the time of filing that the invention or design forming the subject of the application is related to classified HM Government work. The notification shall also quote the number of the Contract and the name and address of the Authority.
- 2.4 For the purposes of Clause 3 of DEFCON 659A any patent application made in accordance with paragraphs 2.2 and 2.3 shall be considered to have been made with the prior consent of the Authority.

Part B - All Contracts

- 2.5 The Contractor shall ensure, to the extent they are legally able to do so, that any invention to which this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) relates and made by an employee of the Contractor in the course of duties as defined in Section 39(1) of the Patents Act 1977 and any design to which this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) relates and made by an employee of the Contractor shall vest in the Contractor.
- 2.6 ...
- 2.6.1 The Contractor shall within 45 days of filing a first patent application or any subsequent patent application claiming priority from a first patent application and directed towards obtaining protection in the UK (including a European Patent Application or an International Patent Application designating the UK) for the invention or any application for registration of the design provide the Authority with a copy of that application together with the number of the Contract.
- 2.6.2 The Contractor shall promptly notify the Authority if they become aware of any application as aforesaid by any person who is, or has been, an employee or agent of the Contractor or a subcontractor and provide the Authority with relevant particulars insofar as they can obtain them and have the right to provide them.
- 2.7 If an employee of the Crown is a joint inventor of the invention or part author of the design to which any application as is referred to in paragraph 2.6 above relates and the portion of or share in the invention or design made by that employee belongs to the Crown and neither the Crown nor that employee is the person, or one of the persons, making the application, the Contractor shall if so requested by the Authority take all such steps and do all such things as are in their power and as may be necessary to ensure either that the Authority or the employee concerned joins in the application or, at the option of the Contractor, and if the application is one for a patent, that it is either withdrawn or amended by the deletion from the application of any reference to that part of the invention made by the employee of the Crown, or, if the application is one for a registered design, that it is withdrawn.
- 2.8 If an employee of the Crown is a party to any such application as is mentioned in paragraphs 2.6 and 2.7 above and the Authority so requests, the Contractor shall at the expense of the Authority take such reasonable steps as are in their power and may from time to time be necessary to ensure that the Authority is substituted for the employee of the Crown as co-applicant and shall give all such consents and do all

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such things as may from time to time be necessary to enable the employee of the Crown to assign to the Authority their interest in the application and in any patent or Registered Design granted pursuant thereto, provided that the Contractor is not required by this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) to consent to any assignment other than that specifically referred to herein.

- 2.9 Subject to the provisions of paragraphs 2.7 and 2.8 above and to the rights of the Authority as set out in paragraph 2.10 below the invention or design shall belong to the Contractor.
- 2.10 Any Government Department and any person authorised by a Government Department may in any part of the world do in relation to the invention any act as defined in Section 55(1) (a) to (e) of the Patents Act 1977 or use the design for the Services of the United Kingdom Government.
- 2.11 Subject to paragraph 2.17 the Contractor shall not be entitled to any payment whatsoever in respect of anything done in accordance with paragraph 2.10 above (whether by the Authority, a Government Department or any person whomsoever) and if any directions relating to the invention are given under Section 22(1) or 22(2) of the Patents Act 1977 the Contractor shall not have any claim for any such compensation as is mentioned in Section 22(7)(b).
- 2.12 If any question under this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) shall arise between the Contractor and the Authority as to whether an employee of the Crown is a joint inventor of the invention or a part author of the design or as to whether the invention or design was made in the course of or resulted from work carried out by the Contractor under the Contract, that question shall be referred for decision to such person as may be agreed upon between the Contractor and the Authority or in default of such agreement as may be appointed by the President for the time being of the Chartered Institute of Patent Agents, and the decision of any such person on that question shall be final and conclusive.
- 2.13 The Contractor shall at the request and expense of the Authority take all such reasonable steps as are within their power and may from time to time be necessary to enable the Authority to register in the UK Patent Office or elsewhere its interest in the invention or design. Any communication from the Authority to the Contractor on the subject of this paragraph 2.13 is to be addressed to the Contractor's address for service for the application.
- 2.14 The rights conferred by this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) shall be in addition to and not in derogation of the rights exercisable by virtue of Sections 55 to 59 of the Patents Act 1977 and Section 12 of the Registered Designs Act 1949.
- 2.15 The foregoing provisions of this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) shall have effect both during the period the Contractor is carrying out the other provisions of the Contract and at all times thereafter.
- 2.16 The Contractor shall include, in any subcontract which they may enter into for the purpose of the Contract, provisions as in this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*), but with the substitution therein of references to the subcontractor for references to the Contractor, and of references to the subcontract for references to the Contract, and the Contractor

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shall at all times use all reasonable endeavours to secure the full and effectual observance by the subcontractor of those provisions and that the Authority and all Government Departments obtain the benefit thereof, and to advise the Authority if they become aware of any breach of the provisions. Provided that this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) shall only apply to any subcontract for the carrying out of any work for research, design or development under the Contract.

- 2.17 Nothing herein shall prejudice the rights of either party arising otherwise than by virtue of this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*).
- 2.18 Where any action under this paragraph 2 (*Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*) requires the agreement of the Authority, such agreement is to be sought from and the information addressed to: Patent Security Unit, Directorate of Intellectual Property Rights, Poplar 2 #2214, MOD Abbey Wood, BRISTOL BS34 8JH.

3 Repair and Maintenance Information

Application

- 3.1 This paragraph 3 (*Repair and Maintenance Information*) applies to deliverable Information identified in a Contract Data Requirement as being subject to DEFCON 16.

Definitions

- 3.2 For the purposes of this paragraph 3 (*Repair and Maintenance Information*), the following definitions apply:
- 3.2.1 “**Repair and Maintenance**” means activity to maintain Articles in an operable condition including:
- (i) maintenance of records of defects and reliability;
 - (ii) the identification of replacements for Articles that become obsolete;
 - (iii) the preparation and application of procedures and arrangements (including safety procedures) for removing Articles from and re-installing them in an operational system, and for handling, storing, transporting, packaging and labelling Articles;
 - (iv) inspection and testing of Articles to check calibration and performance and to detect and identify faults;
 - (v) dismantling Articles;
 - (vi) preparation and application of repair schemes;
 - (vii) reassembling Articles after repair, or incorporation of modifications, including the incorporation of replacement or new parts;
 - (viii) testing and calibrating of Articles prior to, during or after re-assembly and after reinstallation in an operational system;

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- (ix) reworking or reconditioning of Articles;

but excluding redesign or manufacture of any replacement or new parts, or the design of any modification.

Ownership

- 3.3 All Intellectual Property Rights in the Information subject to this paragraph 3 (*Repair and Maintenance Information*) shall, subject to any rights of the Crown or any Third Party and to the terms of this paragraph 3 (*Repair and Maintenance Information*), belong to the Contractor.

Rights of Use

- 3.4 Subject to the provisions of this paragraph 3 (*Repair and Maintenance Information*) and to the rights of Third Parties the Authority and any other Government Department shall have, during the period of the Contract and at all times thereafter, the right, anywhere in the world for the Services of the United Kingdom Government, to copy, in whole or in part, and use any Information to which this paragraph 3 (*Repair and Maintenance Information*) applies:

Monitoring and Evaluation

- 3.4.1 to monitor work under the Contract and to inspect, test and evaluate the delivered Information and Articles;

In Service Support

- 3.4.2 to carry out Maintenance and Repair of Articles owned or in use by the Authority;

Jigs, Tools & Test Equipment

- 3.4.3 to design, develop and produce jigs, tools and test equipment for the in-service support of Articles;

Disposal of Articles

- 3.4.4 to dismantle, scrap or otherwise destroy any Articles;

Operation

- 3.4.5 to operate Articles.

Sales

- 3.5 If the Authority sells, hires, leases or otherwise disposes of any Article, the Authority may supply relevant user handbooks and maintainer information supplied under the Contract (or copies thereof) to the recipient and permit the recipient to copy and use such information for operation and maintenance of any such Article.

Conditions of Use

- 3.6 The rights set out in paragraphs 3.4 and 3.5 of this paragraph 3 (*Repair and Maintenance Information*) may be exercised by the Authority itself, any other

OFFICIAL

Government Department or any agent acting on behalf of, or a contractor in pursuance of a contract with, the Authority or any such Government Department.

- 3.7 The rights granted to the Authority, and to any other Government Department, under this paragraph 3 (*Repair and Maintenance Information*) are additional to any rights under any other contract. The rights include the right to copy and to issue any Information the subject of this paragraph 3 (*Repair and Maintenance Information*) as necessary to prospective tenderers for the purposes of establishing their interest in tendering and of preparing tenders for anything to be done or proposed to be done pursuant to paragraph 3.4.
- 3.8 Except as provided in paragraphs 3.9 and 3.10 below or otherwise provided in the Contract, the Contractor shall not be entitled to receive any royalty or other payment in respect of the exercise of the rights granted under paragraphs 3.4 or 3.5 of this paragraph 3 (*Repair and Maintenance Information*) notwithstanding the existence of any Intellectual Property Rights owned or controlled by the Contractor covering the Articles.
- 3.9 Subject to the rights of the Crown arising otherwise than under this paragraph 3 (*Repair and Maintenance Information*) and provided that the Contractor has met in a timely manner any obligations included in the Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any patented invention or registered design owned or controlled by the Contractor and used in the exercise of the rights granted under paragraphs 3.4 and 3.5 of this paragraph 3 (*Repair and Maintenance Information*). The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Information, that is deliverable under the Contract and is subject to this paragraph 3 (*Repair and Maintenance Information*).
- 3.10 Nothing in paragraphs 3.8 and 3.9 of this paragraph 3 (*Repair and Maintenance Information*) shall affect the rights of the Contractor in or grant to the Authority or any other Government Department any rights in, any Intellectual Property Rights not covering the Articles.

Contracted Repair and Maintenance

- 3.11 In the event that the Contract does not provide for repair, reworking or reconditioning of Articles involving Information other than that used for routine servicing, and where an order is to be placed for the conduct of such repair, reworking or reconditioning outside an establishment or depot of the Authority, the Authority undertakes to invite the Contractor to tender provided that they are still eligible to perform such work for the Authority.

Liability

- 3.12 In the event that Information to which this paragraph 3 (*Repair and Maintenance Information*) applies is used by or for the Authority otherwise than for the purpose for which the Information was supplied in accordance with the relevant Contract Data Requirement, the Contractor shall have no liability whatsoever for any direct or indirect

OFFICIAL

consequences, including losses, damages or injuries caused to the Authority or any Third Party, arising from its use.

Release of Information and Confidentiality

- 3.13 The Authority shall ensure that Information released under this paragraph 3 (*Repair and Maintenance Information*) to any Third Party is limited to that necessary for the task on which the Third Party is engaged.
- 3.14 All Information which is provided to the Authority subject to this paragraph 3 (*Repair and Maintenance Information*) is disclosed in confidence and shall only be copied, disclosed and used in accordance with the provisions of this paragraph 3 (*Repair and Maintenance Information*). The Authority shall ensure that all disclosures of Information to any Third Party shall be under express conditions of confidentiality between the Authority and the Third Party, and shall procure at the request of the Contractor, a direct confidentiality agreement in the form of DEFFORM 94.

Clarification of Information

- 3.15 At the request of the Authority, or any other Government Department, at any time during the period for which the Contractor is required by this or any subsequent contract to retain the Information the Contractor shall subject to the availability of resources and within the United Kingdom, provide assistance to the Authority, the other Government Department or its agents or contractors in exercising the rights granted under this paragraph 3 (*Repair and Maintenance Information*). Such assistance shall be limited to that required for a Third Party of similar skill to the Contractor in the relevant area of technology to interpret any Information supplied under the terms of this paragraph 3 (*Repair and Maintenance Information*). The Contractor shall be entitled to payment by the Authority or other Government Department on fair and reasonable terms for such assistance provided.

Marking

- 3.16 Any Information supplied subject to this paragraph 3 (*Repair and Maintenance Information*) may be marked by the Contractor with a copyright and / or other restrictive legend provided that the legend acknowledges the Authority's rights under this paragraph 3 (*Repair and Maintenance Information*). Any such marking shall be perpetuated in any copies of the Information made by the Authority or any other Government Department or its agents or contractors.

Interpretation

- 3.17 This paragraph 3 (*Repair and Maintenance Information*) shall constitute an agreement to the contrary for the purposes of Section 48(5) of the Copyright, Designs, and Patents Act 1988

4 Retention of Records

Application

- 4.1 This paragraph 4 (*Retention of Records*) applies to deliverable Information identified in a Contract Data Requirement as being subject to DEFCON 21.

Maintenance of Control Copy

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- 4.2 During the period of the Contract and thereafter for not less than two years, or such other period as may be specified in the Contract:
- 4.2.1 the Contractor shall maintain at least one copy (hereinafter called the “**Control Copy**”) of all deliverable Information to which this paragraph 4 (*Retention of Records*) applies;
 - 4.2.2 the Control Copy shall be maintained in media and formats agreed to by the Authority, and it shall not be altered by the Contractor in any way which changes the build standard except as authorised in writing by the Authority. The Control Copy shall be deemed to be the property of the Authority, and the Authority may take possession of it notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any Third Party; and
 - 4.2.3 copies of Information held on the Control Copy shall be supplied as required from time to time by the Authority at the Authority's expense.
- 4.3 If the Contractor enters into another contract with the Authority regarding maintenance of the Control Copy, the Contractor's obligation under paragraph 4.2 of this paragraph 4 (*Retention of Records*) shall be governed by that contract at the end of the period referred to in paragraph 4.2. Otherwise the Contractor may destroy or amend the Control Copy as the Contractor sees fit, but before destroying the Control Copy the Contractor shall offer to supply it to the Authority and give the Authority 60 days to request such supply.

Intellectual Property

- 4.4 Nothing in this paragraph 4 (*Retention of Records*) shall affect the ownership of, or user rights in, any Intellectual Property Rights.

5 Copyright

- 5.1 This paragraph 5 (*Copyright*) shall apply to all copyright works generated under this Contract, or delivered to the Authority under the provisions of this Contract, to the extent not otherwise licensed under this Contract. It shall not apply to copyright works covered by paragraph 6 (*Intellectual Property Rights in Software*) or such other software provision (as may appear in this Contract or for which the Authority is otherwise licensed), or to any Contractor Deliverable under this Contract and subject to the terms of paragraph 3 (*Repair and Maintenance Information*) and/or paragraph 4 (*Retention of Records*).
- 5.2 The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under this Contract to which this paragraph 5 (*Copyright*) shall be the property of and vest in the Contractor, subject to the rights of Third Parties in pre-existing works.
- 5.3 The Contractor agrees not to publish any copyright work generated under this Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.
- 5.4 The Authority shall have, in respect of any copyright work to which this paragraph 5 (*Copyright*) applies, a free licence:

OFFICIAL

- 5.4.1 to copy the work and to circulate and use the work or any copy thereof within any Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to paragraph 5.4.2 or 5.4.3 of this paragraph 5 (*Copyright*), be made available to any Third Party;
- 5.4.2 to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to HM Government for the purpose of use only under a contract, or tendering for a proposed contract, for a HM Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes;
- 5.4.3 to issue the work or any part of the work or any copy of the work or any part thereof to the government(s) of the nation(s) with whom HM Government and/or any Government Department has in place a reciprocal defence agreement or arrangement, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a Third Party,

provided that, subject to any pre-existing rights of the Authority, paragraphs 5.4.2 and 5.4.3 above shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under this Contract. Paragraphs 5.4.2 and 5.4.3 shall apply to all works or parts thereof unless otherwise marked by the Contractor in accordance with paragraph 5.5 below.

- 5.5 As soon as they become aware that any copyright work or part thereof delivered or proposed to be delivered is a work subject to special conditions or any Third Party rights known to the Contractor, or is a work or part thereof not generated under this Contract, the Contractor shall inform the Authority and upon delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.
- 5.6 The Contractor may mark or include in any copyright work to which this paragraph 5 (*Copyright*) applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this paragraph 5 (*Copyright*). Any such notice shall be perpetuated in any copies of such work made by the Authority or any other Government Department or its agents or contractors.
- 5.7 This paragraph 5 (*Copyright*) shall constitute an “**agreement to the contrary**” for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.
- 5.8 In this paragraph 5 (*Copyright*) “**copyright work**” shall be understood to include any works, data or other materials in which a database right subsists.

6 Intellectual Property Rights in Software

Definitions and Interpretation

- 6.1 For the purposes of this paragraph 6 (*Intellectual Property Rights in Software*):
 - 6.1.1 “**Software**” shall mean all or any part of any:

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- (i) Object Code (as defined at paragraph 6.1.3);
 - (ii) Source Material (as defined at paragraph 6.1.4);
 - (iii) associated user documentation;
 - (iv) anything further specified as Software in Schedule 2 (*Scope*);
- 6.1.2 “**Deliverable Software**” shall mean the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of this Contract;
- 6.1.3 “**Object Code**” shall mean machine code executable by a data processing system;
- 6.1.4 “**Source Material**” shall mean that material, taken individually or in any combination thereof, which is:
- (i) source code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code (“**Source Code**”);
 - (ii) a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under this Contract;
 - (iii) a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under this Contract, when in sufficient detail and suitable form, subject to paragraph 6.3.2), to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;
 - (iv) subject to paragraph 6.3.2, and to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and of the material at paragraphs 6.1.4(i), 6.1.4(ii) and 6.1.4(iii);
- 6.1.5 “**to modify**” shall mean to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly;
- 6.1.6
- (i) “the **Relevant Period**” shall mean the Contract Period plus a period of six (6) years from the earlier of the Expiry Date and the Termination Date;

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- (ii) the Contractor shall endeavour to ensure that the relevant period in any Sub-Contract shall expire on the same date as that applicable under paragraph 6.1.6 above, but shall consult the Authority if that is not achievable;
- 6.1.7 “**Non risk contract**” shall mean a contract placed on a cost reimbursement basis (whether with a fixed fee element or a percentage profit) which insulates the contractor against loss;
- 6.1.8 “**Risk contract**” shall mean all contracts with a pricing arrangement which does not insulate the contractor against loss.
- 6.1.9 The paragraph headings contained in this paragraph 6 (*Intellectual Property Rights in Software*) shall not affect the interpretation thereof.

Ownership

- 6.2 The Contractor shall use all reasonable endeavours to ensure that all IPR in any Software generated under this Contract shall be the property of and vest in the Contractor, subject to any pre-existing rights of the Crown or of Third Parties.

User Rights and Related Payments

- 6.3 The following user rights and related terms apply:
 - 6.3.1 The Contractor grants to the Authority and all other Government Departments to the extent that it has the right to do so, the right, exercisable without payment to the Contractor:
 - (i) to copy, modify and use any Deliverable Software for the Services of the United Kingdom Government, whether by itself, its agents or its sub-contractors;
 - (ii) to issue any Deliverable Software or copies of any Deliverable Software to any other contractor or potential contractor to the HM Government for the purpose of use only in connection with a contract or the tendering for a proposed contract for a HM Governmental purpose.
 - 6.3.2 The Contractor shall notify the Authority as soon as it becomes aware of any limitations as to the use of any Deliverable Software the IPR in which is owned by the Contractor or a Third Party. The Contractor shall also give to the Authority full details of the provisions of such limitations and any associated cost as soon as it becomes aware of them.
 - 6.3.3 Except as provided for by paragraph 6.5.1(ii), the Authority shall have a right to exercise any of the rights referred to at paragraph 6.3.1 in respect of Deliverable Software notified to the Authority in accordance with paragraph 6.3.2 the IPR in which is owned by the Contractor, subject to fair and reasonable terms. The exercising of any such right shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.
 - 6.3.4 The Contractor shall, if requested to do so by the Authority, endeavour to secure for the Authority those rights listed at paragraph 6.3.1 in Deliverable

OFFICIAL

Software notifiable to the Authority in accordance with paragraph 6.3.2 the IPR in which are owned by a Third Party on terms and conditions to be agreed with or approved by the Authority.

- 6.3.5 Subject to the provisions of paragraph 6.3.2 but notwithstanding the provisions of paragraph 6.6.2, the Contractor grants to the Authority the right to issue the Deliverable Software, in whole or in part, or a copy thereof, only to the government(s) of the nation(s) with whom HM Government and/or any Government Department has in place a reciprocal defence agreement or arrangement, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use Deliverable Software so released for other than information purposes or to disclose it to a Third Party. Provided that, where the supply of Source Code is contemplated, and subject to any pre-existing rights of the Authority, this paragraph 6.3.5 shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under this Contract.

Other Software generated under this Contract

- 6.4 In respect of other Software generated under this Contract:

- 6.4.1 Should, during the Relevant Period, the Authority require the Contractor to deliver any Software generated under this Contract but which is not Deliverable Software: where this Contract has been priced on a risk basis, whether by negotiation or under competition, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period and on fair and reasonable terms as a minimum as it exists at the date on which the Authority makes its requirements known in writing to the Contractor and from that date such Software shall be deemed to be Deliverable Software (except for the purposes of paragraph 6.9) provided always that the Authority shall not be liable to pay more than once for the supply of Software required by the Authority. Delivery to the Authority shall not be conditional upon prior agreement on the need for, the amount of, or the making of any payment therefor.
- 6.4.2 Notwithstanding anything to the contrary in this paragraph 6 (*Intellectual Property Rights in Software*), other than in respect of any actual or alleged infringement of copyright, breach of confidence or IPR-related breach of Contract, the Contractor shall have no liability whatsoever in respect of any consequence arising from the possession or use by or on behalf of the Authority of any such Software which is deemed to be Deliverable Software pursuant to paragraph 6.4.1 above.

Subsequent deliveries of Software

- 6.5 In respect of subsequent deliveries of Software:

- 6.5.1 During the Relevant Period, the Contractor shall at the request and to the requirements of the Authority and to the extent it is able to do so in relation to Third Party Software:

OFFICIAL

- (i) deliver further copies of the Deliverable Software to the Authority at a reasonable charge based on the cost of providing such copies;
 - (ii) where the Contractor is unable or unwilling to support, maintain or modify the Deliverable Software, deliver all Software, including such records as are specified in paragraph 6.5.2, necessary for the Authority, its sub-contractors or agents to independently support, maintain or modify the Deliverable Software for the Services of the United Kingdom Government. All such Software shall be supplied on fair and reasonable terms, but delivery shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.
- 1.1.1 The Contractor shall retain for the Relevant Period a copy of such Software as is required for the performance of its obligations under paragraph 6.5.1.
- 6.5.2 If the Software generated under this Contract is subsequently modified by or on behalf of the Contractor for the Authority, the Software to be retained under paragraph 1.1.1 shall be the latest modified version and any other version that may be specified by the Authority no later than the time of delivery of the succeeding modified version. The Contractor shall additionally maintain sufficient records to enable the changes introduced by each such modification to be identified so as to provide traceability back to the version originally accepted by or for the Authority.

Confidentiality

6.6 In respect of confidentiality:

6.6.1 The Authority undertakes to:

- (i) receive and hold in confidence all Deliverable Software;
- (ii) enforce all reasonable regulations and precautions upon the officers, agents, contractors and employees of the Authority and of all other Government Departments in order to preserve the confidential nature of the Deliverable Software;
- (iii) not disclose the Deliverable Software outside Government Departments and Government Establishments, except as expressly permitted by any other provision of this paragraph 6 (*Intellectual Property Rights in Software*) or otherwise expressly agreed in writing by the Contractor.

6.6.2 The Authority shall, subject to paragraphs 6.6.3 and 6.6.4, before disclosing any Deliverable Software outside Government Departments and Government Establishments make it a pre-requisite of the disclosure, unless otherwise agreed in writing by the Contractor, that the recipient shall enter into a confidentiality agreement with the Contractor whereby the recipient's use of the Deliverable Software is limited to use for the Services of the United Kingdom Government. A confidentiality agreement shall be concluded within thirty (30) days, or whatever other period as may be mutually agreed by the Authority and the Contractor, of the Authority giving written notice to the Contractor of its intention to make the disclosure. If a confidentiality agreement is not concluded within that period then,

OFFICIAL

notwithstanding the absence of a confidentiality agreement, the Authority shall have the right to make the disclosure on condition that in making the disclosure, the Authority shall place upon the recipient an obligation of confidence and a limitation of use as aforesaid. In these circumstances the Authority shall:

- (i) consult with the Contractor on the measures to be employed to protect any trade secrets, know-how or other information in the Deliverable Software;
- (ii) have regard to any representation made by the Contractor at any time before disclosure takes place as to the protection of any trade secrets, know-how or other information in the Deliverable Software;
- (iii) give consideration to any proposals the Contractor may make for:
 - (A) the preparation of a special version of the Deliverable Software;
 - (B) the disclosure of the Deliverable Software in parts or stages;
 - (C) restrictions on the circulation, copying or use of the Deliverable Software to be disclosed.

6.6.3 The obligations imposed by paragraphs 6.6.1 and 6.6.2 of this paragraph 6 (*Intellectual Property Rights in Software*) shall not apply to such of the Deliverable Software that:

- (i) is, or becomes, rightfully in the possession of the Authority without relevant restrictions;
- (ii) is in or enters the public domain without breach of this Contract and is available for unrestricted use;
- (iii) is received by the Authority from a Third Party who themselves have the right to disclose without relevant restrictions;
- (iv) is or was independently developed by the Authority;
- (v) is approved by the Contractor, in writing, for unrestricted release by the Authority.

6.6.4 Notwithstanding the provisions of this paragraph 6 (*Intellectual Property Rights in Software*) relating to the disclosure of the Deliverable Software, the Authority shall be entitled to disclose the Deliverable Software after notification in writing to the Contractor by a Director of Contracts in person that it considers it to be in the national interest to do so. Save where the Authority considers the immediate disclosure is in the national interest, the Authority will endeavour to give the Contractor a reasonable opportunity to make representations about such disclosure. However, the Authority's decision shall be final and conclusive. In making the disclosure in this circumstance the Authority shall place upon the recipient an obligation of confidence and a limitation of use as set out in paragraphs 6.6.1 and 6.6.2.

Output

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6.7 In respect of output from the Deliverable Software:

- 6.7.1 Subject to the rights of the Contractor and Third Parties, the Authority shall have the right, free of charge, to use in any manner and for any purpose anything which has been produced by or for the Authority with the aid of any Deliverable Software PROVIDED THAT if the result so produced reproduces or discloses the whole or a significant part of any of the Software used or generated in the performance of this Contract then such shall be deemed to be Deliverable Software and subject to the provisions of this Contract. If, however, the material produced contains other information, the IPR in which are owned by the Contractor or a Third Party and in which the Authority has no user rights, then the conditions under which that information has been made available to the Authority shall prevail in respect of such other information.
- 6.7.2 If Deliverable Software is required by the Authority under this Contract for the purpose of producing an output for incorporation in a data processing system, then, notwithstanding paragraph 6.7.1 of this paragraph 6 (*Intellectual Property Rights in Software*) or any other provision of this Contract, the Authority shall have the right to use, free of charge, such output for the Services of the United Kingdom Government.

Marking

- 6.8 The Contractor may make or include in any Deliverable Software to which this paragraph 6 (*Intellectual Property Rights in Software*) applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this paragraph 6 (*Intellectual Property Rights in Software*). Any such notice shall be perpetuated in any copies of the Deliverable Software made by the Authority or any other Government Department or its agents or contractors.

Commercial Exploitation Levy

- 6.9 The Contractor shall agree with the Authority the sum or sums (if any) which shall be paid to the Authority in respect of Software generated under this Contract having regard to the amounts paid or payable to the Contractor by the Authority under this Contract before:
- 6.9.1 assigning, selling or otherwise disposing of any IPR subsisting in such Software;
- 6.9.2 disclosing, licensing or selling any material reproducing such Software;
- 6.9.3 using any such Software for the purpose of generating any Software for disclosure, licensing or sale to a Third Party.

Modified Software

- 6.10 Should Software generated under this Contract be modified at any time, then each Party shall enjoy the same rights and be bound by the same obligations provided by this paragraph 6 (*Intellectual Property Rights in Software*) in respect of any of those parts of the modified Software which were present in the Software prior to modification.

Liability And Indemnities

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6.11 In respect of liabilities and indemnities:

- 6.11.1 If at any time an allegation of infringement of copyright or breach of confidence or breach of contract is made as a result of the copying, modification, use or possession of the Deliverable Software or any part thereof, the Contractor may, with the agreement of the Authority and at the Contractor's own expense, modify the Deliverable Software or any part thereof or replace the same with an item of equivalent functionality and performance so as to avoid infringement or breach.
- 6.11.2 Except as may be otherwise agreed, the provisions of paragraph 7.12 shall not apply in so far as any costs, claims, demands, damages, liabilities and expenses are in respect of:
- (i) any use of Deliverable Software not reasonably to be inferred from the specification requirements of the Authority;
 - (ii) the refusal by the Authority or such other Government Department to use to have used a modified or replacement item supplied pursuant to paragraph 6.11.1;
 - (iii) the use of any Deliverable Software made after and in contravention of a judicial decision relating to such Deliverable Software.
- 6.11.3 The Contractor shall have no liability in respect of any Deliverable Software modified by or on behalf of the Authority, other than Deliverable Software modified under the direction and control of the Contractor itself, PROVIDED THAT the exclusion of liability contained in paragraph 6.11.3 shall not apply in circumstances where the Contractor would be liable under the terms of this Contract whether or not the Deliverable Software has been modified.
- 6.11.4 Where the Contractor is not liable under the provisions of paragraph 6.11.3, then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:
- (i) arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of this Contract;
 - (ii) arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of this Contract,
- as a result of the copying, modification, use or possession of any modified Deliverable Software by or on behalf of the Authority or any other Government Department or its respective agents or contractors, or by any government which received it in accordance with the provisions of paragraph 6.3.5.
- 6.11.5 The foregoing provisions and paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*) state the entire liability of the Authority and Contractor with respect to any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of this Contract arising from the copying, modification, use or possession of:

OFFICIAL

- (i) the Deliverable Software by or on behalf of the Authority or any other Government Department;
- (ii) any Software the Authority supplies or causes to be supplied to the Contractor for use, or instructs the Contractor to use in the performance of this Contract and not previously supplied to the Contractor by the Authority by the Contractor.

6.12 This paragraph 6 (*Intellectual Property Rights in Software*) shall constitute an 'agreement to the contrary' for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

7 Third Party Intellectual Property – Rights and Restrictions

Notifications

7.1 As it becomes aware, the Contractor shall promptly notify the Authority of:

- 7.1.1 any invention or design the subject of patent or Registered Design rights (or application therefor) owned by a Third Party which appears to be relevant to the performance of this Contract or to use by the Authority of anything required to be done or delivered under this Contract;
- 7.1.2 any restriction as to disclosure or use, or obligation to make payments in respect of any other Intellectual Property Rights (including Information) required for the purposes of this Contract or subsequent use by the Authority of anything delivered under this Contract and, where appropriate, the notification shall include such information as is required by Section 2 of the Defence Contracts Act 1958;
- 7.1.3 any allegation of infringement of Intellectual Property Rights made against the Contractor and which pertains to the performance of this Contract or subsequent use by the Authority of anything required to be done or delivered under this Contract.

This paragraph 7.1 does not apply in respect of Articles or Services normally available from the Contractor as a commercial off the shelf (COTS) item or service.

7.2 If the information required under this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*) has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

Patents and Registered Designs in the UK – COTS Articles or Services

7.3 In respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or supply under this Contract of any Article or Service normally available from the Contractor as a COTS item or service is an infringement of a United Kingdom 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 and any Authority Related Party against any liability and cost arising from such allegation. This paragraph 7.3 will not apply if:

OFFICIAL

- 7.3.1 the Authority has made or makes an admission of any sort relevant to such question;
 - 7.3.2 the Authority has entered or enters into any discussions on such question with any Third Party without the prior written agreement of the Contractor;
 - 7.3.3 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 1949;
 - 7.3.4 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.
- 7.4 The indemnity in paragraph 7.3 does not extend to use by the Authority of anything supplied under this Contract where that use was not reasonably foreseeable at the Effective Date.
- 7.5 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 this 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.

Patents and Registered Designs in the UK - All other Articles or Services

- 7.6 If a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date, 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 United Kingdom patent or United Kingdom Registered Design, for the purpose of performing this Contract.
- 7.7 If, under paragraph 7.1, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date, then:
- 7.7.1 if the owner (or their 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
 - 7.7.2 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.

Patents, Utility Models and Registered Designs outside the UK

- 7.8 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

OFFICIAL

infringement by the Contractor or its suppliers of any patent, Utility Model, Registered Design or like protection outside the United Kingdom in the performance of this Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in this Contract or using, keeping or disposing of any item given by the Authority for the purpose of this Contract in accordance with this Contract.

- 7.9 The Contractor shall assume all liability and shall indemnify the Authority and any Authority Related Party against liability, including the Authority's costs, as a result of infringement by the Contractor or its suppliers of any patent, Utility Model, Registered Design or like protection outside the United Kingdom in the performance of this 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 this Contract or using, keeping or disposing of any item given by the Authority for the purpose of this Contract in accordance with this Contract.

Royalties and Other Licence Fees

- 7.10 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 this Contract, where:
- 7.10.1 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
 - 7.10.2 any obligation to make payments for Intellectual Property has not been promptly notified to the Authority under paragraph 7.1.
- 7.11 Where an authorisation is given by the Authority under paragraphs 7.5, 7.6 or 7.7, 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:
- 7.11.1 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 this Contract, and
 - 7.11.2 authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

Copyright, Design Rights etc.

- 7.12 The Contractor shall assume all liability and indemnify the Authority and any Authority Related Party against liability, including costs as a result of:
- 7.12.1 infringement or alleged infringement by the Contractor or its 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 this Contract or otherwise in the performance of this Contract;

OFFICIAL

- 7.12.2 misuse of any confidential Information, trade secret or the like by the Contractor in performing this Contract;
- 7.12.3 provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of this Contract.
- 7.13 The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
 - 7.13.1 infringement or alleged infringement by the Contractor or its 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 this Contract but only to the extent that the item is used for the purpose of this Contract;
 - 7.13.2 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 this 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.

Authorisation and Indemnity - General

7.14

- 7.14.1 The foregoing provisions of this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*) represent the total liability of each Party to the other under this Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right owned by a Third Party.
- 7.14.2 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 Intellectual Property Right owned by a Third Party.
- 7.14.3 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 paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*) 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.
- 7.14.4 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.
- 7.14.5 Following a notification under paragraph 7.14.3, the Party notified shall advise the other Party in writing within thirty (30) days whether or not they are 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

OFFICIAL

statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party.

- 7.14.6 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.

7.15

- 7.15.1 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 item 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.
- 7.15.2 The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of Third Party Intellectual Property Rights.

Sub-Contracts

- 7.16 The Contractor shall secure from any Sub-Contractor, the prompt notification to the Authority of the information required by paragraph 7.1 of this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*). On receipt of any such notification the Authority will issue a written authorisation to the Sub-Contractor in accordance with paragraph 7.7 of this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*). Any such authorisation will be subject always to paragraphs 7.10, 7.11 and 7.14 as though the Sub-Contractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in such claim or action. Any arrangement between the Contractor and Sub-Contractor to enable the Contractor to underwrite its indemnities to the Authority under this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*) is a matter between the Contractor and the Sub-Contractor.

General

- 7.17 In this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*):
- 7.17.1 “**design right**” has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
- 7.17.2 “**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.
- 7.18 Nothing in this paragraph 7 (*Third Party Intellectual Property – Rights and Restrictions*) shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

OFFICIAL

8 Intellectual Property Rights – Vesting in the Authority

8.1 This paragraph applies where:

8.1.1 the Contractor is required by the Authority under this Contract to modify designs for which the Contractor has no pre-existing rights; and

8.1.2 where the Authority requests under a specific Task Order.

8.2 All Intellectual Property Rights of any nature in the results generated in the performance of work under this Contract and recorded in any written or other tangible form (the “**Results**”), including rights in inventions, designs, computer software, databases, copyright works and information shall vest in and be the property of the Authority. The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to the Authority’s satisfaction that, where it has sub-contracted work under this Contract, it has secured that vesting in the work performed by its Sub-Contractors.

8.3 The Authority may use, have used, copy and disclose the Results by itself or through Third Parties for any purpose whatsoever subject to the Contractor’s patents and design rights (registered or unregistered) and to the rights of Third Parties not employed in the performance of work under this Contract.

8.4 The Authority shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by the Authority. The Contractor shall assist the Authority in filing and executing documents necessary to secure that protection. The Contractor shall use all commercially reasonable endeavours to secure similar assistance from Sub-Contractors as appropriate. The costs of such patent or other protection shall be borne by the Authority.

8.5 The Contractor shall mark any copyright work comprising Results with the legend: ‘© Crown-owned copyright [insert the year of generation of the work]’.

8.6 Apart from Intellectual Property Rights vested in the Authority by virtue of paragraph 8.2, ownership of, or rights in, all other intellectual property are not transferred to the Authority by this paragraph 8 (*Intellectual Property Rights – Vesting in the Authority*).

8.7 Unless otherwise agreed with the Authority, the Contractor shall retain a copy of the Results together with records of all work done for the purposes of this Contract for six (6) years after the end or sooner determination of this Contract.

8.8 The Authority shall have the right to require the Contractor to furnish to the Authority at no cost to the Authority copies of any and all of the Results and such records for so long as they are retained by the Contractor.

8.9 The Contractor shall treat the Results as if received in confidence from the Authority and:

8.9.1 shall not copy, use or disclose to a Third Party any of the Results without the prior written consent of the Authority, except that the Contractor may without prior consent, copy and use the Results, and disclose the Results in confidence to its officers, employees and Sub-Contractors, to such extent as may be necessary for the performance of this Contract or any Sub-

OFFICIAL

Contract or in the exercise of any right granted pursuant to paragraph 8.13;
and

- 8.9.2 shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of its officers, employees and Sub-Contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for the Authority under this Contract or any Sub-Contract.
- 8.10 The Contractor shall ensure that its employees are aware of its arrangements for discharging the obligations at paragraph 8.9 and take such steps as may be reasonably practical to enforce such arrangements.
- 8.11 The confidentiality provisions of paragraph 8.9 shall not apply to the Results or any part thereof to the extent that the Contractor can show that they were or have become published or publicly available for use otherwise than in breach of any provision of this Contract or any other agreement between the Parties.
- 8.12 The Contractor shall not be in breach of the confidentiality obligations contained in this paragraph 8 (*Intellectual Property Rights – Vesting in the Authority*) where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Contractor shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by Legislation, shall notify the Authority as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Contractor under this paragraph 8 (*Intellectual Property Rights – Vesting in the Authority*).
- 8.13 The Contractor shall be entitled to request consent from the Authority to re-use (under licence or otherwise) the Results and Intellectual Property Rights vested in the Authority by virtue of paragraph 8.2 for other purposes including, but not limited to, tendering for other work for the Authority or work for another Government Department. Such consent shall be properly considered by the Authority taking into account matters such as national security and the rights of Third Parties.

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Schedule 15

Ancillary Documents

1 Quality Standards

- 1.1 AQAP 2105, Edn. C, Version 1, Jan 2019 - NATO Requirements for Deliverable Quality Plans
- 1.2 AQAP 2110, Edn. 3, Dec 2009 - NATO Quality Assurance Requirements for Design, Development and Production
- 1.3 AQAP 2210, Edn. A, Version 2, Dec 2009 - NATO Supplementary Software QA Requirements to AQAP 2110 or AQAP 2310
- 1.4 Def Stan 05-061 Part 1, Issue 6, 31 Mar 2016 - Quality Assurance Procedural Requirements Part 1: Concessions
- 1.5 Def Stan 05-061 Part 9, Issue 5, 4 Feb 2016 - Quality Assurance Procedural Requirements Part 9: Independent Inspection Requirements for Safety Critical Items
- 1.6 Def Stan 05-099, Part 1: Issue 1 (14/07/2017)
- 1.7 Part 2: Issue 1 (14/07/2017) - Managing Government Furnished Equipment in Industry
- 1.8 Def Stan 05-135, Issue 2, 14 July 2019 - Avoidance of Counterfeit Materiel
- 1.9 Def Stan 05-138, Issue 2, 28 Sep 2017 - Cyber Security for Defence Suppliers
- 1.10 Def Stan 81-041, Issue 9, 14 Dec 2016- Introduction to Defence Packaging Requirements
- 1.11 ISO14001, 2015 - Environmental Management Systems
- 1.12 ISO17025, 2017 - General Requirements for the competence of testing and calibration laboratories .
- 1.13 ISO9001 (or equivalent), - Quality Management
- 1.14 AQAP 2310 - Quality Performance Indicators

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NATO STANAGs⁹

Number	Edition	Version	Title
4206	3		THE NATO MULTI-CHANNEL TACTICAL DIGITAL GATEWAY - SYSTEM STANDARDS
4145	2	2	NUCLEAR SURVIVABILITY CRITERIA FOR ARMED FORCES MATERIAL AND INSTALLATIONS - AEP-4
4597	2		OBSOLESCENCE MANAGEMENT
4521	2		CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR (CBRN) CONTAMINATION SURVIVABILITY FACTORS IN THE DESIGN, TESTING AND ACCEPTANCE OF MILITARY EQUIPMENT - AEP-07 EDITION 5
3151	10		CODIFICATION - UNIFORM SYSTEM OF ITEM IDENTIFICATION
4580	1		METHOD OF EXPRESSING NAVIGATION INTEGRITY
5000	3		INTEROPERABILITY OF TACTICAL DIGITAL FACSIMILE EQUIPMENT
4578	2		THE ENHANCED DIGITAL STRATEGIC TACTICAL GATEWAY (EDSTG)
3150	8		CODIFICATION - UNIFORM SYSTEM OF SUPPLY CLASSIFICATION
4661	1		PRODUCT LIFE CYCLE SUPPORT
2536	3		ALLIED JOINT DOCTRINE FOR PETROLEUM - AJP-4.7 EDITION B
1135	6		INTERCHANGEABILITY OF FUELS, LUBRICANTS AND ASSOCIATED PRODUCTS USED BY THE ARMED FORCES OF THE NORTH ATLANTIC TREATY NATIONS - AFLP-1135 EDITION A
4107	11		MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE AND USAGE OF THE ALLIED QUALITY ASSURANCE PUBLICATIONS (AQAP)
3114	9		AEROMEDICAL TRAINING OF FLIGHT PERSONNEL - AAMedP-1.2 EDITION A
3497	4		AEROMEDICAL TRAINING OF AIRCREW IN AIRCREW CBRN EQUIPMENT AND PROCEDURES - AAMedP-1.8, EDITION A
3318	8		AEROMEDICAL ASPECTS OF AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION - AAMedP-1.7 EDITION B
7112	2		RECOMMENDED MEDICAL EQUIPMENT FOR AEROMEDICAL EVACUATIONS - AAMedP-1.20 EDITION A
7147	2		AEROMEDICAL ASPECTS OF NIGHT VISION DEVICE (NVD) TRAINING - AAMedP-1.21, EDITION A
2520	1		CBRN DEFENCE STANDARDS FOR EDUCATION, TRAINING AND EVALUATION - ATP-3.8.1 VOL III
2228	4		ALLIED JOINT DOCTRINE FOR MEDICAL SUPPORT - AJP-4.10 EDITION C
4427	3		CONFIGURATION MANAGEMENT IN SYSTEM LIFE CYCLE MANAGEMENT - ACMP-2000 EDITION A & ACMP-2009 EDITION A & ACMP-2100 EDITION A

⁹ The following Tables currently include standards applicable to Part 1 and Part 2 of the Contract and are subject to further review by the Authority.

OFFICIAL

Number	Edition	Version	Title
4800	2		NATO EDUCATION AND TRAINING NETWORK FEDERATION ARCHITECTURE AND FEDERATION OBJECT MODEL DESIGN - AMSP-04 EDITION B
4814	1		SYSTEMS AND SOFTWARE ENGINEERING – SOFTWARE LIFE CYCLE PROCESSES
4329	5		NATO STANDARD BAR CODE HANDBOOK - AAITP-09 EDITION A
2515	2		COLLECTIVE PROTECTION IN A CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR ENVIRONMENT (COLPRO) - ATP-70 EDITION A
2451	5		ALLIED JOINT DOCTRINE FOR COMPREHENSIVE CHEMICAL, BIOLOGICAL, RADIOLOGICAL, AND NUCLEAR DEFENCE - AJP-3.8 EDITION B

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NATO - Allied Publications

Short Title	Edition	Volume	Version	Long Title
AEP-04	4	ANNEX A Vol I		NUCLEAR HARDENING CRITERIA FOR ARMED FORCES MATERIAL AND INSTALLATIONS
AEP-07	5			CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR (CBRN) CONTAMINATION SURVIVABILITY FACTORS IN THE DESIGN, TESTING AND ACCEPTANCE OF MILITARY EQUIPMENT
AFLP-1135	A		2	INTERCHANGEABILITY OF FUELS, LUBRICANTS AND ASSOCIATED PRODUCTS USED BY THE ARMED FORCES OF THE NORTH ATLANTIC TREATY NATIONS
AQAP-2210	A		2	NATO SUPPLEMENTARY SOFTWARE QUALITY ASSURANCE REQUIREMENTS TO AQAP-2110 OR AQAP-2310
AQAP-2110	D		1	NATO QUALITY ASSURANCE REQUIREMENTS FOR DESIGN, DEVELOPMENT AND PRODUCTION
AQAP-2131	C		1	NATO QUALITY ASSURANCE REQUIREMENTS FOR FINAL INSPECTION AND TEST
AQAP-2310	B		1	NATO QUALITY ASSURANCE REQUIREMENTS FOR AVIATION, SPACE AND DEFENCE SUPPLIERS
AQAP-4107	A		2	MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE AND USAGE OF THE ALLIED QUALITY ASSURANCE PUBLICATIONS (AQAP)
AQAP-2105	C		1	NATO REQUIREMENTS FOR QUALITY PLANS
AQAP-2070	B		4	NATO MUTUAL GOVERNMENT QUALITY ASSURANCE (GQA) PROCESS
AQAP-2310	B		2	NATO QUALITY ASSURANCE REQUIREMENTS FOR AVIATION, SPACE AND DEFENCE SUPPLIERS
AQAP-2000	3			NATO POLICY ON AN INTEGRATED SYSTEMS APPROACH TO QUALITY THROUGH THE LIFE CYCLE
ADatP-03	A		3	NATO MESSAGE TEXT FORMATTING SYSTEM (FORMETS) - CONCEPT OF FORMETS (CONFORMETS)
AAMedP-1.2	A		1	AEROMEDICAL TRAINING OF FLIGHT PERSONNEL

OFFICIAL

Short Title	Edition	Volume	Version	Long Title
AAMedP-1.8	A		1	AEROMEDICAL TRAINING OF AIRCREW IN AIRCREW CBRN EQUIPMENT AND PROCEDURES
AAMedP-1.7	B		1	AEROMEDICAL ASPECTS OF AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION
AAMedP-1.21	A		1	AEROMEDICAL ASPECTS OF NIGHT VISION DEVICE (NVD) TRAINING
ATP-3.8.1		III		CBRN DEFENCE STANDARDS FOR EDUCATION, TRAINING AND EVALUATION
AJP-4.10	C		1	ALLIED JOINT DOCTRINE FOR MEDICAL SUPPORT
ACMP-2000	A		2	CONFIGURATION MANAGEMENT CONTRACTUAL REQUIREMENTS
ACMP-2009	A		2	GUIDANCE ON CONFIGURATION MANAGEMENT
	A		2	CONFIGURATION MANAGEMENT CONTRACTUAL REQUIREMENTS
AAITP-09	A		1	NATO STANDARD BAR CODE HANDBOOK
ATP-70	A		1	COLLECTIVE PROTECTION IN A CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR ENVIRONMENT (COLPRO)
AJP-3.8	B		1	ALLIED JOINT DOCTRINE FOR COMPREHENSIVE CHEMICAL, BIOLOGICAL, RADIOLOGICAL, AND NUCLEAR DEFENCE

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BS / BS EN / BS ISO Standards

Identifier	Title	Issue Number	Publish Date	Document Link
BS 202000:2020	Standardization management system. Specification	-	26/06/2020 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030387671
BS ISO 26101	Acoustics — Test methods for the qualification of free-field environments	3	19/05/2021 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030427888
BS EN ISO 3744:2010	Acoustics — Determination of sound power levels and sound energy levels of noise sources using sound pressure — Engineering methods for an essentially free field over a reflecting plane	3	05/10/2010 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030094843
BS ISO 26101-1:2021	Acoustics — Test methods for the qualification of the acoustic environment — Part 1: Qualification of free-field environments	1	11/05/2021 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030427888
BSI	BS EN ISO 9001	5	30/09/2015 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030273524
BS 7671	Requirements for Electrical Installations. IET Wiring Regulations	18	03/08/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030412459
BS EN ISO 13849	Safety of machinery — Safety-related parts of control systems — Part 1: General principles for design	3	31/12/2016 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030273467
BS EN 60204	Safety of machinery. Electrical equipment of machines. General requirements	17	27/09/2019 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030440581

OFFICIAL

Identifier	Title	Issue Number	Publish Date	Document Link
BS EN 746-3	Industrial thermoprocessing equipment. Safety requirements for the generation and use of atmosphere gases.	1	30/08/2010 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030427888
BS EN ISO/IEC 17025:2017	General requirements for the competence of testing and calibration laboratories	3	31/12/2017 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030379555
BS EN ISO 14001:2015	Environmental management systems. Requirements with guidance for use	4	30/09/2015 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030281203
BS ISO/IEC 25051:2014	Software engineering. Systems and software Quality Requirements and Evaluation (SQuaRE). Requirements for quality of Ready to Use Software Product (RUSP) and instructions for testing	2	28/02/2014 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030268869
BS EN ISO 9001:2015	Quality management systems. Requirements	5	30/09/2015 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030273524
BS ISO/IEC/IEEE 15288:2015	Systems and software engineering. System life cycle processes	3	30/06/2015 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030413569
BS ISO 10007:2017	Quality management. Guidelines for configuration management	3	26/04/2017 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030341507
BS ISO 31000:2018	Risk management. Guidelines	2	31/03/2010 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030315447
BS 1192-4:2014	Collaborative production of information. Fulfilling employer's information exchange requirements using COBie. Code of practice	2	30/09/2014 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030294672

OFFICIAL

Identifier	Title	Issue Number	Publish Date	Document Link
BS 8536-2:2016	Briefing for design and construction. Code of practice for asset management (Linear and geographical infrastructure)	1	31/10/2016 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030333121
BS 8536-1:2015	Briefing for design and construction. Code of practice for facilities management (Buildings infrastructure)	1	31/07/2015 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030315621
BS EN ISO 19650-3:2020	Organization and digitization of information about buildings and civil engineering works	1	19/08/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030374338
BS EN ISO 19650-1:2018	Part 1: Organization and digitization of information about buildings and civil engineering works	1	19/06/2019 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030333754
BS EN ISO 19650-2:2018	Part 2: Organization and digitization of information about buildings and civil engineering works	1	16/01/2019 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030420198
BS EN ISO 19650-4	Part 4: Organization and digitization of information about buildings and civil engineering works	1	21/08/2021 00:00:00	file:///C:/Users/sirede100/Downloads/21-30400355%20DC--[2021-11-09--02-58-04%20PM].pdf
BS EN ISO 19650	Part 5: Organization and digitization of information about buildings and civil engineering works	1	12/07/2021 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030377794
BS ISO 6658	Sensory analysis. Methodology. General guidance	4	26/02/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030413079

OFFICIAL

Identifier	Title	Issue Number	Publish Date	Document Link
BS EN 16798	Energy performance of buildings. Ventilation for buildings. For non-residential buildings. Performance requirements for ventilation and room-conditioning systems		25/02/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030411369
BS EN 352-1:2020	Hearing protectors. General requirements. Earmuffs	3	25/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030436076
BS EN 352-2:2020	Hearing protectors. General requirements. Earplugs	2	24/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030376863
BS EN 352-3:2020	Hearing protectors. General requirements. Earmuffs attached to head protection and/or face protection devices	3	24/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030436078
BS EN 352-4:2020	Hearing protectors. Safety requirements. Level-dependent earmuffs	2	24/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359242
BS EN 352-5:2020	Hearing protectors. Safety requirements. Active noise reduction earmuffs	2	01/12/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359245
BS EN 352-6:2020	Hearing protectors. Safety requirements. Earmuffs with safety-related audio input	2	02/12/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359254
BS EN 352-7:2020	Hearing protectors. Safety requirements. Level-dependent earplugs	2	26/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359251
BS EN 352-8:2020	Hearing protectors. Safety requirements. Entertainment audio earmuffs	2	23/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359248

OFFICIAL

Identifier	Title	Issue Number	Publish Date	Document Link
BS EN 352-9:2020	Hearing protectors. Safety requirements. Earplugs with safety-related audio input	1	25/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359236
BS EN 352-10:2020	Hearing protectors. Safety requirements. Entertainment audio earplugs	1	25/11/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030359239
BS ISO/IEC/IEEE 15288	Systems and software engineering. System life cycle processes	3	30/06/2015 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030320508
BS ISO/IEC/IEEE 12207	Systems and software engineering. Software life cycle processes.	5	27/10/2017 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030363576
BS EN IEC 62368	Audio/video, information and communication technology equipment. Safety requirements	1	23/03/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030347376
PD IEC TR 62368-2	Audio/video, information and communication technology equipment. Explanatory information related to IEC 62368-1:2018	3	18/06/2019 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030379500
BS EN ISO 13506-1:2017	Protective clothing against heat and flame.	3	20/09/2017 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030282554
BS EN 3475-505	Aerospace series. Cables, electrical, aircraft use. Test methods. Tensile test on conductors and strands.	1	31/03/2012 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030247305
BS EN ISO 12402-2	Personal flotation devices. Lifejackets, performance level 275. Safety requirements	3	11/09/2020 00:00:00	https://bsol.bsigroup.com/PdfViewer/Viewer?pid=000000000030322592
BS ISO 20400:2017	Sustainable procurement - Guidance	2017	30/04/2017 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030295293
BS EN ISO 26000:2020	Guidance on social responsibility	2020	30/11/2010 00:00:00	https://bsol.bsigroup.com/Bibliographic/BibliographicInfoData/000000000030428852

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Defence Standards

Def Stan No	Part No	Section No	Supp. No	Title
00-003				Design Guidance for the Transportability of Equipment
00-035	3			Environmental Handbook for Defence Materiel - Environmental Test Methods
00-035	2			Environmental Handbook for Defence Materiel - Environmental Trials Programme Derivation and Assessment Methodologies
00-035	4			Environmental Handbook for Defence Materiel - Natural Environments
00-035	5			Environmental Handbook for Defence Materiel - Induced Mechanical Environments
00-035	1			Environmental Handbook for Defence Materiel - Control and Management
00-040	1			Reliability and Maintainability - Management Responsibilities and Requirements for Programmes and Plans
00-042	1			Reliability and Maintainability Assurance Activity - One-Shot Devices/Systems
00-042	3			Reliability and Maintainability Assurance Activity - R&M Case
00-042	5			Reliability and Maintainability Assurance Activity - In -Service Reliability Demonstrations
00-042	6			Reliability and Maintainability Assurance Activity - Maintainability Demonstrations
00-042	7			Reliability and Maintainability Assurance Activity - Reliability Testing
00-044				Reliability and Maintainability Data Collection and Classification
00-045	1			Using Reliability Centred Maintenance to Manage Engineering Failures - Requirements for the application of Reliability Centred Maintenance
00-045	2			Using Reliability Centred Maintenance to Manage Engineering Failures - Developing an RCM Project Plan
00-045	3			Using Reliability Centred Maintenance to Manage Engineering Failures - Guidance on the Application of Reliability Centred Maintenance
00-049				MOD Guide to R&M Terminology Used in Requirements
00-049				MOD Guide to R&M Terminology Used in Requirements
00-051	1			Environmental Management Requirements for Defence Systems - Requirements
00-051	2			Environmental Management Requirements for Defence Systems - Guidance
00-055	1			Requirements for Safety of Programmable Elements (PE) in Defence Systems - Requirements and Guidance
00-055	1			Requirements for Safety of Programmable Elements (PE) in Defence Systems - Requirements and Guidance
00-056	1			Safety Management Requirements for Defence Systems - Requirements and Guidance

OFFICIAL

Def Stan No	Part No	Section No	Supp. No	Title
00-056	2			Safety Management Requirements for Defence Systems - Guidance on Establishing a Means of Complying with Part 1
00-088				Packaging for Ammunition and Explosives
00-251				Human Factors Integration for Defence Systems - Contracting for Human Factors Integration in Defence Systems
00-600	2			Integrated Logistics Support requirements for MOD projects - MOD Requirements for a Supportability Case
00-600	1			Integrated Logistics Support requirements for MOD projects - Integrated Logistics Support (ILS) Requirements
00-600	3			Integrated Logistic Support Requirements for MOD projects - Logistic Information Requirements
00-601	1			MOD Business Rules - Contracting for Technical Documentation - AIR S1000D Business Rules
00-601	4			MOD Business Rules – Contracting for Technical Documentation - NON S1000D Business Rules
00-810	11			Marking of Ammunition and Associated Packages - Pyrotechnics
00-970	13			Certification Specifications for Airworthiness - MILITARY COMMON FIT EQUIPMENT
00-970	7			Certification Specifications for Airworthiness - ROTORCRAFT
00-970	5			Certification Specifications for Airworthiness - LARGE TYPE AIR SYSTEMS
00-970	0			Certification Specifications for Airworthiness - PROCEDURES FOR USE, CONTENT AND DEFINITIONS
00-970	1			Certification Specifications for Airworthiness - FIXED WING COMBAT AIR SYSTEMS
00-970	3			Certification Specifications for Airworthiness - SMALL AND MEDIUM TYPE AIR SYSTEMS
01-005				Fuels, Lubricants and Associated Products
05-010	1			Product Definition Information - Hardcopy/Microform Product Definition Information
05-010	0			Product Definition Information - General Introduction to Product Definition Information
05-010	2			Product Definition Information - Digital Product Definition Information
05-010	3			Product Definition Information - Product Definition Information Guidance
05-057				Configuration Management of Defence Materiel
05-061	4			Quality Assurance Procedural Requirements - Contractor Working Parties
05-061	1			Quality Assurance Procedural Requirements - Concessions
05-061	9			Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items

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Def Stan No	Part No	Section No	Supp. No	Title
05-099	1			Managing Government Furnished Equipment in Industry - Provides end to end view of MOD requirements for the management of GFE in Industry
05-099	2			Managing Government Furnished Equipment in Industry - Requirement for the Management of Industry held by a delivery partner (DP), on behalf of the MOD as stated in the DP Contract
05-099				Managing Government Furnished Equipment in Industry
05-102				Military Aircrew Helmet Impact Standard (MAHIS)
05-134				Specification for the Integration Testing of Aircrew Equipment Assemblies and Survival Equipment
05-135				Avoidance of Counterfeit Materiel
05-138				Cyber Security for Defence Suppliers
59-411	1			Electromagnetic Compatibility - Management and Planning
59-411	2			Electromagnetic Compatibility - The Electric, Magnetic and Electromagnetic Environment
59-411	3			Electromagnetic Compatibility - Test Methods and Limits for Equipment and Sub Systems
59-411	4			Electromagnetic Compatibility - Platform and System Tests and Trials
59-411	5			Electromagnetic Compatibility - Code of Practice for Tri-Service Design and Installation
61-017				The Selection and Introduction of Batteries for Service Use
68-284	2			Breathing Gases for Non-Medicinal Life-Support Applications - Breathing Oxygen
81-041	3			Packaging of Defence Materiel - Environmental Testing
81-041	1			Packaging of Defence Materiel - Introduction to Defence Packaging Requirements
81-041	2			Packaging of Defence Materiel - Design
81-041	4			Packaging of Defence Materiel - Service Packaging Instruction Sheet (SPIS)
81-041	5			Packaging of Defence Materiel - Packaging Processes
81-041	6			Packaging of Defence Materiel - Package Marking

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Schedule 16

Transfer Regulations

Employee Transfer Arrangements on Exit

1 Definitions

1.1 In this Schedule 16, save where otherwise provided, words and terms defined in Schedule 1 (*Definitions*) shall have the meaning ascribed to them in Schedule 1 (*Definitions*) of the Contract.

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

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

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

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

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

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

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to provide the Contractor Deliverables (or in respect of partial termination, the relevant part of the Contractor Deliverables) 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 Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the

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Contractor Deliverables (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):

- (i) 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;
- (ii) 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 16 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Contractor Deliverables or part of the Contractor Deliverables under this Contract who may be subject to a Relevant Transfer;
- (iii) 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;
- (iv) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Contractor Deliverables or part of the Contractor Deliverables provided pursuant to this Contract;
- (v) inform the Authority of any changes to the information provided under paragraph 2.1.1(i) or 2.1.1(ii) up to the Transfer Date as soon as reasonably practicable.

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

- (i) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 16 (*Personnel Information*) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
- (ii) inform the Authority and/or any New Provider of any changes to the information provided under this paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
- (iii) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 16 (*Personnel Information*) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

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- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 16 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Contractor Deliverables, 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 and 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (i) 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 Contractor Deliverables under this Contract; or
 - (ii) replace or re-deploy from the provision of the Contractor Deliverables any person wholly or mainly employed or engaged in providing the Contractor Deliverables, or materially increase or decrease the number of persons performing the Contractor Deliverables under this Contract or the working time spent on the Contractor Deliverables (or any part thereof); or
 - (iii) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Contractor Deliverables (or any part thereof) any duties unconnected with the Contractor Deliverables (or any part thereof) under this Contract; or
 - (iv) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Contractor Deliverables (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

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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 or 2.1.6 of this Schedule 16.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.6 of this Schedule 16 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Transferring Employees

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

2.3 Unexpected Transferring Employees

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten (10) Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:
- (i) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - (ii) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or

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allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(iii)(iii)(C)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

- (iii) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
 - (A) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(ii);
 - (B) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - (C) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - 1) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - 2) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferring Transferee; or
 - 3) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (D) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (E) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and
 - (F) 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(iii) if it fails without reasonable cause to take, or fails to

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procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

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

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

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

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

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-

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contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

- 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 16 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.

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Appendix 1

Contractor Personnel-Related Information to be Released upon Re-Tendering where the Transfer Regulations Applies

- 1 Pursuant to paragraph 2.1.1(ii) of this Schedule 16, the following information will be provided:
 - 1.1 The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Contractor Deliverables 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;
 - 1.2 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;
 - 1.3 The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
 - 1.4 Total redundancy liability including any enhanced contractual payments;
- 2 In respect of those employees included in the total at 1(a), the following information:
 - 2.1 Age (not date of Birth);
 - 2.2 Employment Status (i.e. Fixed Term, Casual, Permanent);
 - 2.3 Length of current period of continuous employment (in years, months) and notice entitlement;
 - 2.4 Weekly conditioned hours of attendance (gross);
 - 2.5 Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - 2.6 Pension Scheme Membership;
 - 2.7 Pension and redundancy liability information;
 - 2.8 Annual Salary;
 - 2.9 Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - 2.10 Details of attendance patterns that attract enhanced rates of pay or allowances;
 - 2.11 Regular/recurring allowances;
 - 2.12 Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

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- 3 The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
- 4 The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1.1 of this Appendix 1.

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Appendix 2

Personnel Information to be Released Pursuant to this Contract

Part A

- 1 Pursuant to paragraph 2.1.2 of this Schedule 16, 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

- 1.1.1 Age;
- 1.1.2 Security Vetting Clearance;
- 1.1.3 Job title;
- 1.1.4 Work location;
- 1.1.5 Conditioned hours of work;
- 1.1.6 Employment Status;
- 1.1.7 Details of training and operating licensing required for Statutory and Health and Safety reasons;
- 1.1.8 Details of training or sponsorship commitments;
- 1.1.9 Standard Annual leave entitlement and current leave year entitlement and record;
- 1.1.10 Annual leave reckonable service date;
- 1.1.11 Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- 1.1.12 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;
- 1.1.13 Issue of Uniform/Protective Clothing;
- 1.1.14 Working Time Directive opt-out forms; and
- 1.1.15 Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

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- 1.2.1 Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
 - 1.2.2 Annual salary and rates of pay band/grade;
 - 1.2.3 Shifts, unsociable hours or other premium rates of pay;
 - 1.2.4 Overtime history for the preceding twelve-month period;
 - 1.2.5 Allowances and bonuses for the preceding twelve-month period;
 - 1.2.6 Details of outstanding loan, advances on salary or debts;
 - 1.2.7 Pension Scheme Membership;
 - 1.2.8 For pension purposes, the notional reckonable service date;
 - 1.2.9 Pensionable pay history for three years to date of transfer;
 - 1.2.10 Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
 - 1.2.11 Percentage of pay currently contributed under any added years arrangements.
- 1.3 Medical
- 1.3.1 Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
 - 1.3.2 Details of any active restoring efficiency case for health purposes.
- 1.4 Disciplinary
- 1.4.1 Details of any active restoring efficiency case for reasons of performance; and
 - 1.4.2 Details of any active disciplinary cases where corrective action is on going.
- 1.5 Further information
- 1.5.1 Information about specific adjustments that have been made for an individual under the Equality Act 2010;
 - 1.5.2 Short term variations to attendance hours to accommodate a domestic situation;
 - 1.5.3 Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
 - 1.5.4 Information about any current or expected maternity or other statutory leave or other absence from work.

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Part B

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

1.6.1 Employee's full name;

1.6.2 Date of Birth

1.6.3 Home address;

1.6.4 Bank/building society account details for payroll purposes Tax Code.

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Part C

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

1.7.1 Performance Appraisal

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

1.7.2 Superannuation and Pay

- (i) Cumulative pay for tax and pension purposes;
- (ii) Cumulative tax paid;
- (iii) National Insurance Number;
- (iv) National Insurance contribution rate;
- (v) Other payments or deductions being made for statutory reasons;
- (vi) Any other voluntary deductions from pay;

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Schedule 17

Exit Plan

1 Introduction

- 1.1 This Schedule provides further requirements of the Authority relating to exit management and is to be read in conjunction with Clause 83 (*Continuing Assistance*) of this Contract. The obligations set out in this Schedule 17 (*Exit Plan*) are in addition to and without prejudice to the obligations of the Contractor in Clause 81 (*Exit Plan*) and Clause 83 (*Continuing Assistance*).
- 1.2 Capitalised terms used but not defined in this Schedule 17 (*Exit Plan*) are defined in Schedule 1 (*Definitions and Acronyms*) of this Contract.

2 Introduction and Background

- 2.1 The Schedule:
- 2.1.1 describes the general principles that apply to the Contractor's obligations under this Schedule (see paragraph 3 below);
 - 2.1.2 describes the process for the development of the Exit Plan and the Parties' obligations to perform the activities set out in the Exit Plan (see paragraph 4 below);
 - 2.1.3 describes the requirements relating to the allocation of an Exit Manager (see paragraph 5 below);
 - 2.1.4 describes each Parties' obligations during each Exit Period (see paragraph 6 below);
 - 2.1.5 describes the process for transferring and management of assets, information and materials relating to the Contract, including knowledge, IPR, Sub-contracts and software as defined by the Exit Plan (together, for the purposes of this Schedule 17 (*Exit Plan*), the "**Assets**") upon expiry or termination of this Contract (see paragraph 8 below); and
 - 2.1.6 describes the principles that apply to the Contractor's obligations to provide data, information and materials and other general provisions relating to the Contractor's obligations under this Schedule (see paragraph 9 below).

3 General

- 3.1 The Contractor may be required by the Authority to provide continuing assistance and the provision of Exit Management Information to the Authority and any Follow-on Contractor during any Exit Period in relation to the procurement of Replacement Contractor Deliverables and to assist the Authority in relation to its procurement of and/or management of any Follow-On Contractor.
- 3.2 The transfer of the Assets from the Contractor to the Authority (and/or the Follow-On Contractor) may be phased so that certain Assets are transferred to the Authority (and/or the Follow-On Contractor) at different times or at the same time. There may be one or more Exit Periods where there has been a partial termination of the Contract.

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The Contractor may be required by the Authority to provide Exit Management Information and continuing assistance to the Authority (and/or the Follow-On Contractor) during any Exit Period in relation to the expiry or termination of all or part of the Contract.

- 3.3 The Parties acknowledge that two or more Exit Periods may operate concurrently.

4 **Exit Planning**

Development of the Exit Plans

- 4.1 Within six (6) months after Contract Award, the Contractor shall develop and deliver to the Authority a draft Exit Plan that addresses, as a minimum, the requirements set out in Appendix 1 to this Schedule. The Exit Plan shall set out the Contractor's proposed overall methodology for achieving an orderly transfer of all of the services and goods from the Contractor to the Authority (or the Follow-On Contractor) upon the expiry or termination of this Contract (whether in whole or in part) for any reason whatsoever.

Review of Exit Plans

- 4.2 Within twenty (20) Business Days after receipt by the Authority of any draft Exit Plan, the Parties shall meet to discuss and seek to agree such Exit Plan. The Contractor shall ensure that any comments, suggestions or amendments suggested by the Authority (acting reasonably) are incorporated into the relevant draft Exit Plan and shall issue an updated copy of the relevant draft Exit Plan to the Authority within ten (10) Business Days of such comments, suggestions or amendments being communicated to the Contractor by the Authority.
- 4.3 If the Parties cannot agree any draft Exit Plan and/or the Authority does not accept that such Exit Plan has been drafted in accordance with the requirements set out in Appendix 1 to this Schedule, either Party may refer this matter for in accordance with the Dispute Resolution Procedure.
- 4.4 The Contractor shall:
- 4.4.1 keep the then current Exit Plan under review every six (6) months and shall update and submit to the Authority for review and authorisation; and
 - 4.4.2 where an impact assessment in respect of a Change, Option and/or a Task Order or other matter identifies that an update to the then current Exit Plan is required, update the then current Exit Plan (issuing the same to the Authority for review within ten (10) Business Days of the relevant event giving rise to the requirement for an update) and the provisions of paragraph 4.3 shall apply in the case of any disagreement between the Parties relating to the revised Exit Plan.
- 4.5 The Contractor shall ensure that any draft Exit Plan submitted to the Authority in accordance with paragraphs 4.1, 4.2 and 4.4 above:
- 4.5.1 takes into account any changes affecting the Contractor Deliverables since the previously agreed version of the Exit Plan;
 - 4.5.2 where appropriate, aligns with, incorporates or references any activities, dates, timescales, or milestones reasonably set by the Authority; and

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- 4.5.3 is adaptable and shall include provisions to deal with full, partial and unexpected termination of all or part of the Contractor Deliverables, taking into account the circumstances described in paragraph 2 of this Schedule.

Finalising Exit Plans

- 4.6 The Contractor's performance of the activities and obligations set out in any Exit Plan which are additional to those referred to in Clause 81.2.3 (*Exit Plan*), shall be the subject of a Change (to which the Contractor shall not have the right to object where the Authority has issued an Authority Change Notice and accepts the Contractor's Estimate (however revised by agreement of the Parties)) and shall be confirmed in accordance with the procedure set out in Clause 84 (*Change*) and Clause 85 (*Amendments to Contract*) and Schedule 11 (*Change Procedure*) of this Contract.

5 Allocation of Exit Manager

- 5.1 The Contractor shall allocate a suitable Exit Manager and appropriate resource to manage the process of exit and transfer of Assets to the Authority (or the Follow-On Contractor), including the preparation and implementation of the Exit Plan. The Contractor shall provide written notification of such allocation to the Authority two (2) Business Days following commencement of the Exit Period.
- 5.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in the Exit Plan, including a team to manage the process of exit and transfer of the Assets to the Authority (or the Follow-On Contractor).

6 Exit Period

- 6.1 Without prejudice to its general obligations, the Contractor shall be responsible for the completion of the Exit Plan, including project management of the overall exit process. The Contractor shall ensure that exit is completed in a smooth, efficient and orderly manner which minimises any disruption to the business of the Authority and any Third Parties.

Exit Period Duration

- 6.2 An Exit Period shall commence on the earlier of:
- 6.2.1 the date notified by the Authority to the Contractor in writing, provided that such date falls after the date which is six (6) months prior to the Expiry Date; or
- 6.2.2 immediately following the issue of a Termination Notice.
- 6.3 An Exit Period shall end on the date on which all the activities in the Exit Plans have been completed to the satisfaction of the Authority.

Exit Information

- 6.4 During each Exit Period, the Contractor shall:
- 6.4.1 update the Exit Management Information:

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- (i) within ten (10) Business Days of the start of such Exit Period; and
 - (ii) thereafter, update the Exit Management Information no less than twice each month during such Exit Period;
- 6.4.2 make the Exit Management Information (as updated in accordance with paragraph 6.4.1 above) available to the Authority (and the Follow-On Contractor) to download electronically at any time in an editable format during the Exit Period;
- 6.4.3 provide to the Authority (and/or the Follow-On Contractor), or procure the provision of, all such information, other data and deliverables relevant to the expiring or terminated Contractor Deliverables, together with a sufficient explanation and the full rights to use such information, other data and deliverables as detailed in the Exit Plan in its then current format or in a format reasonably requested by the Authority, together with all related documentation, and any other information and copies thereof owned by the Authority; and
- 6.4.4 grant access to the Authority (and/or any Follow-On Contractor) to any premises used by the Contractor in the provision of the Contractor Deliverables to facilitate the smooth transfer of responsibility for the provision of the Contractor Deliverables (or any part of the Contractor Deliverables) to the Authority or Follow-On Contractor.

Exit Assistance

- 6.5 Without prejudice to Clause 83.3 (*Continuing Assistance*) and paragraph 6.3, during each Exit Period the Contractor shall perform its obligations set out in the Exit Plan and the Contractor shall continue to provide any Contractor Deliverables that are due to terminate or expire pursuant to the terms of this Contract or any Termination Notice, in accordance with its obligations under this Contract until such time as the responsibility for the provision of such Contractor Deliverables (or in the case of partial termination, the relevant Contractor Deliverables) has transferred to the Authority (and/or the Follow-On Contractor) in accordance with the processes set out in the Exit Plan ("**Exit Assistance**").

7 Vacation of Authority Sites

- 7.1 At the end of each Exit Period (or earlier if this does not adversely affect the Contractor's performance of the Contractor Deliverables and the performance by the Contractor of all of its other obligations in accordance with the Exit Plan), the Contractor shall (and shall procure that the Sub-Contractors shall) perform the following to the extent that the relevant software, Authority Data, Assets, Issued Property, Authority Sites and Controlled Information is not required by the Contractor to perform the Contractor Deliverables that the Contractor shall continue to perform after the end of the relevant Exit Period:
 - 7.1.1 vacate the Centre and any Authority Sites, remove any property not to be returned under paragraph 7.1.2 and, without prejudice to Clause 50.1 (*Liability in Respect of Damage to Government and Third Party Property*), rectify any loss or damage that may have occurred during its, or its Sub-contractors', occupancy of the Centre and any Authority Sites ;

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7.1.2 without prejudice to Clause 37.12 (*Controlled information*), return to the Authority all Controlled Information of the Authority and certify that it does not retain the Authority's Controlled Information save to the extent (and for the limited period) that:

- (i) such information needs to be retained by the Contractor for the purposes of providing or receiving any Contractor Deliverables or complying with its obligations in this Schedule 17 (*Exit Plan*); or
- (ii) the Contractor is obliged under the terms of this Contract, or any Law to retain such information after termination or expiry of this Contract.

7.2 All licences, leases and authorisations granted by the Authority to the Contractor in relation to any expiring or terminating Contractor Deliverables shall be terminated with effect from the end of the relevant Exit Period.

7.3 The Authority may dispense of any items left at the Authority Sites for more than ten (10) days following vacation in accordance with paragraph 7.1.1.

8 **Assets, Sub-Contracts and Software**

General Provisions

8.1 Following expiry or termination (however arising) of this Contract (or any relevant part of it) and during each Exit Period, the Contractor shall not, without the Authority's approval:

- 8.1.1 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing goods or acquire any new Assets; or
- 8.1.2 terminate, enter into or vary any licence for software in connection with the Contractor Deliverables.

8.2 Following receipt of any up-to-date relevant information provided by the Contractor pursuant to paragraph 4.4.1 above, the Authority may provide written notice to the Contractor setting out:

- 8.2.1 which Assets the Authority requires to be transferred to the Authority (or the Follow-On Contractor); and
- 8.2.2 a requirement for the Contractor to provide to the Authority within three (3) Business Days of request a copy of all relevant Sub-Contracts to enable the Authority to consider if it requires an assignment, novation or transfer of any relevant Sub-Contract pursuant to Clause 12.2.3 of this Contract (*Sub-Contracting*); and
- 8.2.3 which Sub-Contracts and other agreements the Authority at its option requires to be assigned, novated or transferred to the Authority (or the Follow-On Contractor) (together, for the purposes of this Schedule 17 (*Exit Plan*), the "**Transferring Contracts**"), and
- 8.2.4 where requested by the Authority, the Contractor shall provide all reasonable assistance to the Authority (and the Follow-On Contractor) to

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enable it to determine which Assets and Transferring Contracts the Authority (or the Follow-On Contractor) requires in order to provide the Contractor Deliverables. Access to Assets may be required by the Authority (or the Follow-On Contractor) before any identified time period or date in accordance with the Exit Plan in order to continue to deliver the Contractor Deliverables or business as usual and consent to this shall not be unreasonably withheld or delayed by the Contractor.

Further Provisions on Transferring Contracts

- 8.3 The Contractor shall assign or procure the novation to the Authority (or the Follow-On Contractor) of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 8.4 The Authority shall:
- 8.4.1 accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and
 - 8.4.2 once a Transferring Contract is novated or assigned to the Authority (or the Follow-On Contractor), carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract.
- 8.5 The Contractor shall hold any Transferring Contracts on trust for the Authority (or the Follow-On Contractor) until such time as the transfer of the contract to the Authority (or the Follow-On Contractor) has been effected.
- 8.6 The Contractor shall indemnify the Authority (and the Follow-On Contractor) against each loss, liability and cost arising out of or in connection with any claims made by a counterparty to a Sub-Contract which is assigned or novated to the Authority (or the Follow-On Contractor) pursuant to paragraph 8.3 above in relation to any matters arising prior to the date of assignment or novation of such Sub-Contract. Such indemnification shall be provided pursuant to 28 (*Indemnity and Liabilities*) of this Contract.
- 9 Other**
- 9.1 Where this Schedule requires the Contractor to provide data, information or materials, including any relevant information and any Exit Management Information, the Contractor shall provide such data, information or materials in the format specified in this Schedule, or in the absence of such format being specified, shall provide such data, information or materials in their then current format or in a format reasonably requested by the Authority. Where such data, information or materials are provided in an alternative format, the Contractor shall ensure the accuracy and completeness of such data, information or materials is not adversely affected by the conversion to that format.
- 9.2 Within twenty (20) Business Days of being requested to do so by the Authority, the Contractor shall provide the Authority with a breakdown of any Exit Management Information so that the Authority is able to identify which information relates to one or more of the Contractor Deliverables (or one or more parts of the Contractor

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Deliverables). The Authority may from time to time require the Contractor to break down, or otherwise divide, the Exit Management Information and the Contractor shall provide such break downs to the Authority (and the Follow-On Contractor) within ten (10) Business Days from the relevant request.

- 9.3 Any material breach of the obligations that the Contractor is obliged to perform pursuant to this Schedule during the Exit Period shall be a material breach of this Contract.
- 9.4 Except as expressly stated in any Exit Plan, the obligations stated in the Exit Plan shall be in addition to, and not in substitution for the provision of the Contractor Deliverables and the Contractor shall continue to provide the Contractor Deliverables on the terms and conditions of this Contract.

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Appendix 1

Exit Plan Product Description

1 Introduction

- 1.1 The Exit Plan shall meet the requirements of the Exit Plan Product Description set out in this Appendix 1.

2 Format of Product

- 2.1 The Contractor shall prepare the Exit Plan in electronic format, readable by Microsoft Office, Adobe Reader or other application agreed by the parties. All of the content of the Exit Plan shall be supported by a Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period. The Final Exit Plan will have a fully detailed Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period.

3 Content

- 3.1 The Exit Plan shall include:

- 3.1.1 details of the activities to be performed by the Parties before, during and after each Exit Period, and set out the key milestones, trigger events (such as the serving of a Termination Notice) and the required resourcing for such activities;
- 3.1.2 a draft timetable of the activities to be performed by the Parties;
- 3.1.3 the Contractor's Price for the implementation of the Exit Plan;
- 3.1.4 details (including the name and contact details) of the Parties' point of contact for issues relating to Exit Management;
- 3.1.5 the Contractor's management structure to be implemented during each Exit Period;
- 3.1.6 details of methods the Contractor shall use to report on the progress of the Exit Plan and the frequency of such reports;
- 3.1.7 at such time as such information is known after the relevant Termination Notice has been served or prior to expiry of this Contract, the scope of the exit, which shall include:
 - (i) confirmation of the Contractor Deliverables that are terminating or expiring;
 - (ii) a description of the Contractor Deliverables at the beginning of each Exit Period, including details of any work in progress;
 - (iii) a description of the Contractor Deliverables at the conclusion of each Exit Period; and

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- (iv) details of the scope of the Exit Assistance that may be required for the benefit of the Authority;
- 3.1.8 details of all the Assets that are to be transferred to the Authority (or the Follow-On Contractor) and for each of those Assets:
- (i) details of the process to novate or assign the relevant Transferring Contracts, including relevant meetings between the relevant parties; and
 - (ii) details of the process for transferring the Assets that are to be transferred to the Authority (or the Follow-On Contractor), including details of any documentation that needs to be signed to implement the transfer and the proposed dates for finalising and executing such documentation;
- 3.1.9 details of how the Assets shall transfer to the Authority (or the Follow-On Contractor) and details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-Contractors (where applicable) and details of how the Contractor Deliverables would be provided (if required) during each Exit Period;
- 3.1.10 details of the processes that the Contractor uses to deal with risks arising in relation to the transfer of the Assets to the Authority (or the Follow-On Contractor);
- 3.1.11 details of individuals (posts and responsibilities) who shall be made available by the Contractor to facilitate the re-procurement and exit of the Contractor Deliverables in accordance with this Schedule 17;
- 3.1.12 relevant information regarding the transfer of security related processes and arrangements, such as information security and physical and logical access control;
- 3.1.13 details of the significant risks, issues, assumptions and dependencies as they apply to the Exit Plan, provided that any new GFA shall be agreed through Schedule 11 (*Change Procedure*) and shall not be construed as being GFA until they have been agreed through this procedure;
- 3.1.14 descriptions of the activities required to ensure that the Contractor continues to provide the Contractor Deliverables in accordance with this Contract;
- 3.1.15 details as to how the Contractor will ensure that there will be minimum disruption in the provision of the Contractor Deliverables whilst the Contractor Deliverables are transferred to the Authority (or the Follow-On Contractor) (including details of any mitigation and contingency planning, briefing papers, training materials, training to be provided and access required to any Contractor premises) to ensure that there is no deterioration in the quality of delivery of the Contractor Deliverables during each Exit Period;

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- 3.1.16 details of any on-going projects or other work carried out pursuant to this Contract;
- 3.1.17 details of the procedures to be followed to ensure that all GFA information is to be erased; and
- 3.1.18 details relating to the provisions set out in Schedule 16 (*Transfer Regulations*); and
- 3.1.19 without prejudice and in addition to the obligations of the Contractor in Clause 83 of this Contract (*Continuing Assistance*), details relating to the provision of data that may be necessary for the re-procurement of the Contractor Deliverables to a Follow-On Contractor, which may include:
 - (i) performance data sufficient to allow the Authority and any Follow-On Contractor to monitor the current and past performance of the Contractor Deliverables and/or systems;
 - (ii) technical documents relevant to the Contractor Deliverables and/or systems being re-procured including:
 - (A) operating manuals;
 - (B) training documents;
 - (C) latest documents that are required to be provided by the Contractor in accordance with this Contract;
 - (iii) all relevant registers including Necessary Consents and Intellectual Property;
 - (iv) without prejudice to paragraph 8.2 of Schedule 17 (*Exit Plan*), copies of any relevant Sub-Contracts pursuant to which the Sub-Contractor has obligations to the Contractor after the end of the Contract Period; and
 - (v) any other Information in the possession or control of the Contractor required by Law in connection with the re-competition activities, including details of agents, Employees (subject to Data Protection Legislation), suppliers, Sub-Contractors and/or licenses required by international trafficking regulations.

The initial draft Exit Plan shall not include detailed iterations of 3.1.2, 3.1.3, 3.1.4 and 3.1.5, the Contractor shall provide them to a suitable level of detail at the given time.

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Schedule 18

Key Personnel

Key Personnel	Key Role

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Schedule 19

DEFFORMS

[Please refer to the document entitled “DEFFORMS for the Royal Air Force Centre of Aviation Medicine (RAF CAM) Relocation Project - Part 2”]

DEFFORM 68

DEFFORM 82A

DEFFORM 82B

DEFFORM 94

DEFFORM 111

DEFFORM 129A

DEFFORM 129B

DEFFORM 129J

DEFFORM 139

DEFFORM 315

DEFFORM 528

DEFFORM 532

DEFFORM 539A

DEFFORM 539B

DEFFORM 691A