

Additional Conditions

DEFCON's

In addition to the overarching FATS 5 framework Terms and Conditions and the DEFCON's contained in the Tasking Order Form (Schedule 3) to FTS5/SACC/0005 the following DEFCON's Shall apply:

- **DEFCON 532B** (Edn. 05/18) - Protection Of Personal Data
- **DEFCON 608** (Edn. 10/14) - Access And Facilities To Be Provided By The Contractor
- **DEFCON 627** (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity
- **DEFCON 658** (Edn.11/17) - Cyber
Note: Further to DEFCON 658 the Cyber Risk Level of the Contract is '**Very Low**', as defined in Def Stan 05-138.

Conditions

In addition to the conditions contained within the Tasking Order Form, the following Additional Conditions shall apply:

1) Document Deliverables

1.1 The following acceptance condition shall apply to all document deliverables within the Statement of Work at Annex A to the Tasking Order Form.

1.2. For the purposes of DEFCON525 (Edn.10/98) – Acceptance, and DEFCON524 (Edn.10/98) - Rejection, document deliverables under this Contract are not subject to an automatic acceptance but shall be deemed accepted in accordance with the following process:

1.3 The Authority shall within fifteen business days of confirming receipt of the submitted document, review the document and shall either:

- a. notify the Contractor of the Authority's acceptance of the document or;
- b. provide any comments to the Contractor.

1.4 If the Authority does not respond to the Contractor within fifteen business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.5 The Contractor shall then incorporate any comments within a revised document (subject to any further agreement that may be required) which shall be issued to the Authority within five business days of receiving the Authority's comments.

1.6 The Authority shall within ten business days of confirming receipt of the revised document, review the document and shall either:

- a. notify the Contractor of the Authority's acceptance of the document or;
- b. highlight any errors or omissions within the document to the Contractor.

1.8 If the Authority does not respond to the Contractor within ten business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.9 The Contractor shall correct any errors and/or omissions and submit the corrected document to the Authority within five business days.

1.10 The Authority shall notify the Contractor of the Authority's acceptance of the document once the Authority's Project Manager (APM) is satisfied that the deliverable meets the requisite quality. If the Authority does not respond to the Contractor within five business days of confirming receipt of the submitted document, this shall constitute acceptance of that document by the Authority.

1.11 The Parties shall adopt the following receipting process for document deliverables. If the Party issuing the document or providing comments does not receive confirmation of receipt within 2 business days of having issued such document or comments, the issuing party shall be responsible for contacting the other party to establish the whereabouts of such documents or comments.

2) Payment of Travel & Subsistence

2.1 Payment for Line Item 2 & 2a of the Schedule of Requirements shall be made quarterly in arrears from the date of Contract Award, the Contractor shall provide a breakdown, including all actual costs of the travel undertaken and subsistence costs incurred in the previous quarter, before submitting their invoice. Payment of actual costs for travel and subsistence shall be calculated using the evidence of actuals as provided by the Contractor as well as the rates at Annex D up to a maximum of those rates agreed in the overarching FATS 5 framework. The total payment of Travel and Subsistence shall not exceed the Limits of Liability under Line Item 2 & 2a of the Schedule of Requirements for the duration of the Contract.

3) Call Off Tasking Process (Core)

3.1 To Call off work packages from the Core Statement of Work (SOW) the Authority Project Manager (APM) as set out in Box 2 of Schedule 1 to the Tasking Order Form shall send a request via email to the Contractor at an email address as determined by the Contractor, describing the task, attaching necessary documentation, setting a deadline for completion and time and location of meetings if required.

3.2 Upon receipt of the request from the APM the Contractor shall proceed with the defined task as set out in the SOW to the APM's task description and to the timescales set out in the APM's Authorisation email.

3.3 Upon Completion of defined work package the Contractor shall deliver any deliverables or outputs as defined within the Annex A Statement of Work to the APM for review and acceptance.

3.4 The Contractor shall not proceed with any task which would take the Contractor over the limits against each work package contained within the 'Core' Tasks of the Statement of work at Annex A without an agreed Contract Amendment to invoke a Contractual Option as set out below in section 4.

4) Call Off Tasking Process (Options)

4.1 The Authority will invoke any desired Option via a formal Contract Amendment, Options shall be called off as required by the Authority, these may either be as set out in the indicative defined work packages within the Statement of Work at Annex A in the form of Option A, B, C or D for each Option task or on an individual task by task basis as and when Required by the Authority at the Firm Price set out in Annex B, up to the Contractual maximums stipulated within the Schedule of Requirements.

4.2. The Schedule of Requirements shall be amended accordingly to detail the Contents of each amendment/work package and the Firm Price calculated using the Firm Price per activity set out in the Schedule of Requirements and the Firm Price Pricing Menu at Annex B. Upon the invoking of an Option by the Authority the maximum quantities and Max Price for each Option line item shall be reduced accordingly via a Contract Amendment and the quantities added to the core element of the Schedule of Requirements.

4.3 Upon invoking an Option the Contractor shall amend the Work In Progress certificate to include the Option quantities for the Tasks set out within each Option invoked by the Authority.

4.4 The Contractor shall not proceed with any task which would go beyond the quantities for each Option Task invoked to date or beyond the Contractual maximums stipulated within the Schedule of Requirements.

5) Work In Progress Certificate

5.1 The Contractor shall on a monthly basis submit a completed Work In Progress Certificate as set out at Annex F to the Tasking Order Form to the APM and Authority Commercial Manager (ACM) detailing the work called off by the Authority in that calendar month, along with the percentage of work completed by the Contractor on tasks spanning multiple months.

5.2 The Contractor shall keep a running total of work packages called off by the Authority to date and update both the Core and Options "Work Packages Complete/Remaining" table to inform the Authority of remaining work packages under the Statement of Work for the remainder of the Contract.

5.3 Each calendar month the APM upon receipt of the completed Work In Progress Certificate as set out at Annex F shall confirm receipt and ratify work packages called off/completed to date.

6) Key Personnel

6.1 For the purpose of this Contract, the term, Key Personnel, shall include all employees of the Contractor, and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of its personnel throughout the duration of the Contract. The Contractor warrants that it will provide suitably qualified and competent personnel for the purpose of completing the Contract and shall provide the Authority, when requested, a copy of the skills criteria defined for each identified personnel grade and Key Personnel's CVs.

6.2 Where temporary staff are required or are necessary to maintain the normal standard of service for any period, the Contractor shall employ temporary staff of a similar standard, as far as the market availability of such staff allow and provide relevant details to the Authority as specified in paragraph 6.1. The Contractor must inform the Authority of how long temporary staff are anticipated to be in place for and the reasons which they are needed.

6.3 The Contractor shall not terminate the appointment of any of the Key Personnel or appoint any new member, or replacement for any, of the Key Personnel without prior notification to the Authority. As soon as the Contractor becomes aware of a possible change to the Key Personnel, however arising, the Contractor shall notify the Authority's Commercial Branch in writing and shall use all reasonable endeavours as soon as reasonably practicable to find a suitable person to perform the role of the member of Key Personnel who is being replaced and to avoid any vacancy in such role.

6.4 Within five Business Days of identifying any proposed replacement of Key Personnel, the Contractor shall provide evidence to the Authority's Commercial Branch that the proposed replacement holds qualifications and experience relevant for the role.

6.5 Where it is a statutory requirement that an employee be of a required clearance level before undertaking particular work, the Contractor will need to ensure the validity of the clearance throughout the term of employment.