SC2 Edition 06/22

Schedule 1 to

SACC/00076

**Schedule 1 - Definitions of Contract**

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| --- | --- |
| **Articles** | means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (**This definition only applies when DEFCONs are added to these Conditions**); |
| **Authority** | means the Secretary of State for Defence acting on behalf of the Crown; |
| **Authority’s Representative(s)** | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of condition 8; |
| **Business Day** | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| **Central Government Body** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  a. Government Department;  b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  c. Non-Ministerial Department; or  Executive Agency; |
| **Collect** | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly; |
| **Commercial Packaging** | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| **Conditions** | means the terms and conditions set out in this document; |
| **Consignee** | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
| **Consignor** | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| **Contract** | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract); |
| **Contract Price** | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| **Contractor** | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
| **Contractor Commercially Sensitive Information** | means the Information listed in the completed Schedule 5 (Contractor’s Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive; |
| **Contractor Deliverables** | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract; |
| **Control** | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:  a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or  b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;  and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor; |
| **CPET** | means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy; |
| **Crown Use** | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949; |
| **Dangerous Goods** | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:  a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);  b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);  c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);  d. International Maritime Dangerous Goods (IMDG) Code;  e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;  f. International Air Transport Association (IATA) Dangerous Goods Regulations. |
| **DBS Finance** | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| **DEFFORM** | means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>; |
| **DEF STAN** | means Defence Standards which can be accessed at [https://www.dstan.mod.uk](http://www.dstan.mod.uk); |
| **Deliver** | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly; |
| **DeliveryDate** | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection; |
| **Denomination of Quantity (D of Q)** | means the quantity or measure by which an item of material is managed; |
| **Design Right(s)** | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
| **Diversion Order** | means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |
| **Effective Date of Contract** | means the date specified on the Authority’s acceptance letter; |
| **Evidence** | means either:  a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or  b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| **Firm Price** | means a price (excluding VAT) which is not subject to variation; |
| **FLEGT** | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| **Government Furnished Assets (GFA)** | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| **Hazardous Contractor Deliverable** | means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; |
| **Independent Verification** | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”; |
| **Information** | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| **Issued Property** | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| **Legal and Sustainable** | means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |
| **Legislation** | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; |
| **Military Level Packaging (MLP)** | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| **Military Packager Approval Scheme (MPAS)** | is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4); |
| **Military Packaging Level (MPL)** | shall have the meaning described in Def Stan 81-041 (Part 1); |
| **MPAS Registered Organisation** | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| **MPAS Certificated Designer** | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| **NATO** | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| **Notices** | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
| **Overseas** | shall mean non UK or foreign; |
| **Packaging** | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;  Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| **Packaging Design Authority (PDA)** | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| **Parties** | means the Contractor and the Authority, and Party shall be construed accordingly; |
| **Primary Packaging Quantity(PPQ)** | means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1); |
| **Recycled Timber** | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:  a. pre-consumer reclaimed wood and wood fibre and industrial by-products;  b. post-consumer reclaimed wood and wood fibre, and driftwood;  c. reclaimed timber abandoned or confiscated at least ten years previously;  it excludes sawmill co-products; |
| **Safety Data Sheet** | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended); |
| **Schedule of Requirements** | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable; |
| **Short-Rotation Coppice** | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy; |
| **Specification** | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements); |
| **STANAG4329** | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html](http://www.dstan.mod.uk/faqs.html); |
| **Subcontractor** | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly; |
| **Timber and Wood-Derived Products** | means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element; |
| **Transparency Information** | means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract; |
| **Virgin Timber** | means Timber and Wood-Derived Products that do not include Recycled  Timber. |

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Schedule 2 to

SACC/00076

**Schedule 2 - Schedule of Requirements for Tender No:** **SACC/00076 Provision of Contractor Logistical Support (CLS) Contract for the Air Defence Systems Integrator (ADSI)**

**SCHEDULE OF REQUIREMENTS**

|  |  |  |
| --- | --- | --- |
|  | **MINISTRY OF DEFENCE** |  |
| **Name and Address of Contractor:**  Ultra Intelligence & Communications  316 Botley Road,  Burridge,  Southampton,  SO31 1BQ | **Schedule of Requirements for:**  Provision of Contractor Logistical Support (CLS) Contract for the Air Defence Systems Integrator (ADSI) | **Contract No:**  SACC/00076 |
| **Issued With;**  DEFFORM 8 (SC2) | **On;**  22nd June 2022 | **Previous Contract No;**  SACC/00051 |

**1. Core Requirements:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Line Item Number** | **Description** | **Notes to Supplier** | **Price £ (ex-VAT)** |
| 1 | Contractor Logistical Support (CLS) Contract for the Air Defence Systems Integrator (ADSI) in accordance with the Statement of Requirements at Schedule 9 to SACC/00076:  Duration: 1st July 2022 – 31st July 2025 |  | **Redacted Under FOIA, Section 43, Commercial Interests** |
| 2 | Ad-Hoc Tasking  Ad-Hoc Tasking in accordance with the process set out at Conditions 47.1 and 47.2 utilising the Tasking Authorisation Form (TAF) at Schedule 14 and priced in accordance with the agreed rates as set out at Schedule 16.  Duration: Entirety of Contract |  | **Redacted Under FOIA, Section 43, Commercial Interests** |

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Schedule 3 to

SACC/00076

Schedule 3 - Contract Data Sheet for Contract No: SACC/00076

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**  **The Duration of the Contract shall be 37 months:**  **Commencement/Start Date: 1st July 2022**  **The Contract expiry date:** **31st July 2025** |
| **Condition 4 – Governing Law:** |
| Contract to be governed and construed in accordance with:  English Law  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: |
| **Condition 8 – Authority’s Representative:** |
| The Authority’s Representatives for the Contract are as follows:  **Commercial:** (as per DEFFORM 111)  **Redacted Under FOIA, Section 40, Personal Information**  **Project Manager:** (as per DEFFORM 111)  **Redacted Under FOIA, Section 40, Personal Information**  Other POC identified in DEFFORM 111. |
| **Condition 19 – Notices:** |
| Notices served under the Contract shall be sent to the following address:  (as per DEFFORM 111)  Authority:  SACC DT  Spruce 1c  MoD Abbey Wood #1113  Bristol BS34 8JH    Contractor:  Ultra Intelligence & Communications  316 Botley Road, Burridge,  Southampton, SO31 1BQ  Notices can be sent by electronic mail? **Yes** |
| **Clause 20.a – Progress Meetings:** |
| The Contractor shall be required to attend the following Progress meetings.  Type: **Quarterly Progress Meetings;**   * The Terms of Reference for the Quarterly Progress Meetings are detailed at Schedule 18 Additional requirement detail is contained in the Statement of Requirement at Schedule 9.   Frequency: Quarterly, throughout the duration of the Contract.  Location: Locations as agreed by The Authority. |
| **Clause 20.b – Progress Reports:** |
| The Contractor is required to submit the following Reports:   1. **Quarterly Progress Reports**;  * The Contractor shall issue a Quarterly Progress Report in accordance with the Statement of Requirement at Schedule 9.   Frequency – Quarterly, throughout the duration of the Contract.  Reports shall be delivered to the following address:  The Authority’s Project Manager and Commercial Officer emails within DEFFORM 111. |
| **Supply of Contractor Deliverables** |
| **Condition 21 – Quality Assurance:** |
| Is a Deliverable Quality Plan required for this Contract?  Yes  No  If required the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within \_ Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.  **Other Quality Assurance Requirements:**   1. AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production. Edition D Version 1 2. AQAP 2210 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 and AQAP 2310 Edition A Version 2 3. Def Stan 05-061 Part 1 - Quality Assurance Procedural Requirements – Concessions Issue 6 4. Def Stan 05-061 Part 4 - Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3 5. Def Stan 05-135 - Avoidance of Counterfeit materiel – Issue 1 6. Quality Management System certification to ISO 9001:2015, or suitable alternative. |
| **Condition 22 – Marking of Contractor Deliverables:** |
| Special Marking requirements:  N/A |
| **Condition 24 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:** |
| A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) Defence Safety Authority – [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: With the Tender response. |
| **Condition 25 – Timber and Wood-Derived Products** |
| A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)  to be Delivered by the following date: With the Tender response. |
| **Condition 26 – Certificate of Conformity:** |
| Is a Certificate of Conformity required for this Contract?  Yes  Applicable to Line Items: Line Items – 1 & 2  If required does the Contractor Deliverables require Traceability throughout the Supply Chain?  Applicable to Line Items: N/A |
| **Clause 28.b – Delivery by the Contractor:** (in accordance with Condition 28 above) |
| The following Line Items are to be Delivered by the Contractor  Line Items: Line items 1 - 2    Special Delivery Instructions:  **N/A** |
| **Clause 28.c – Collection by the Authority:** (in accordance with Condition 28 above) |
| The following Line Items are to be Collected by the Authority:  Line Items: **N/A**  Special Collection Instructions:  **N/A**  Each consignment is to be accompanied by;  Consignor details (in accordance with 28.c.(4)):  Line Items:       Address:  Line Items:       Address:  Consignee details (in accordance with condition 23):  Line Items:       Address:  Line Items:       Address: |
| **Condition 30 – Rejection:** |
| The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here: |
| The time limit for rejection shall be 30 Business Days |
| **Condition 32 – Self-to-Self Delivery:** |
| Self to Self Delivery required:  If required, Delivery address applicable: |
| **Pricing and Payment** |
| **Condition 35 – Contract Price:** |
| All Schedule 2 line items shall be FIRM PRICE other than those stated below:   * Line item 2 Ad-Hoc Tasking - Individual tasks shall be Firm Priced at the time of formal authorisation to proceed by the Authority. The aggregate value of all tasks authorised by the Authority must always fall within the Limit of Liability set out under Line Item 2 of the Schedule of Requirements and shall use the agreed rates contained within Schedule 16.   Clauses 47.1 and 47.2 refers. |
| **Termination** |
| **Condition 42 – Termination for Convenience** |
| The Notice period for terminating the Contract shall be 30 Business Days. |
| **Other Addresses and Other Information** (forms and publications addresses and official use information) |
| See Annex A to Schedule 3 (DEFFORM 111) |

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| **DEFFORM 111**  **(Edn 05/19)**  **Appendix - Addresses and Other Information** | | | | |
|  | 1. **Commercial Officer:**   **Redacted Under FOIA, Section 40, Personal Information** |  | **8. Public Accounting Authority:**  1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  🕿 44 (0) 161 233 5397  2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  🕿 44 (0) 161 233 5394 |  |
|  | | | | |
|  | 1. **Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):   **Redacted Under FOIA, Section 40, Personal Information** |  | **9. Consignment Instructions:**  The items are to be consigned as follows:    See Schedule of Requirement. |  |
|  | | | | |
|  | 1. **Packaging Design Authority:**   Organisation and point of contact:  SACC Project Manager  Spruce 1c  MoD Abbey Wood #1113,  Bristol, BS34 8JH  (where no address is shown please contact the Project Team in Box 2)  **Redacted Under FOIA, Section 40, Personal Information** |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  A**. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH  Air Freight Centre  IMPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943  EXPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943  Surface Freight Centre  IMPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  EXPORTS 🕿030 679 81129 / 81133 / 81138 Fax 0117 913 8946  B. **JSCS**  JSCS Helpdesk 🕿 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com |  |
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|  | 1. **(a) Supply/Support Management Branch or Order Manager**   **Branch/Name:**  🕿  **(b) U.I.N.** |  |
|  | | | | |
|  | 1. **Drawings/Specifications are available from:** |  | **11. The Invoice Paying Authority:**  Ministry of Defence 🕿 0151-242-2000  DBS Finance  Walker House, Exchange Flags Fax: 0151-242-2809  Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
|  | | |
|  | 1. **Intentionally Left Blank** |  |
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|  | 1. **Quality Assurance Representative:**   Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.    **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed] |  | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site  Lower Arncott  Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  **Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk) |  |
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|  |  | **\* NOTE**  **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  https//www.aof.mod.uk/aof content/tactical/toolkit/index.htm  **2**. if the required forms or documentation are not available on the MOD internet site requests should be submitted through the Commercial Officer named in Section 1. |  |
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Schedule 4 to

SACC/00076

Schedule 4 - Contract Change Process Procedure (i.a.w. clause 6.b)  
for Contract No: SACC/00076

1. **Authority Changes**

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

1. **Notice of Change**
   1. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
   2. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clause 3 below.
2. **Contractor Change Proposal**
   1. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
   2. The Contractor Change Proposal shall include:  
      * 1. the effect of the Change on the Contractor’s obligations under the Contract;
        2. a detailed breakdown of any costs which result from the Change;
        3. the programme for implementing the Change;
        4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
        5. such other information as the Authority may reasonably require.
   3. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.
3. **Contractor Change Proposal – Process and Implementation**
   1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:  
      * 1. evaluate the Contractor Change Proposal;
        2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
   2. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:  
      * 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
        2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
   3. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
   4. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.
4. **Contractor Changes**

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

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Schedule 5 to

SACC/00076

**Schedule 5 - Contractor’s Commercially Sensitive Information Form (i.a.w. Condition 13)**

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| Contract No: **SACC/00076 - Provision of Contractor Logistical Support (CLS) Contract for the Air Defence Systems Integrator (ADSI)** |
| Description of Tenderer’s Commercially Sensitive Information:  All price information other than the Value of the Tender in the DEFFORM 47 (OFFER) All technical details contained within this Tender |
| Cross Reference(s) to location of sensitive information in Tender:  Commercial Proposal Technical Proposal |
| Explanation of Sensitivity:  Competitive sensitive information |
| Details of potential harm resulting from disclosure:  Commercially damaging Technical disadvantage and damage to technological lead position |
| Period of Confidence (if applicable): 5 years |
| Contact Details for Transparency / Freedom of Information matters:  Name: **Redacted Under FOIA, Section 40, Personal Information**  Position: Commercial Manager  Address: 419 Bridport Road, Greenford, Middlesex, UB6 8UA  Telephone Number: **Redacted Under FOIA, Section 40, Personal Information**  Email Address: **Redacted Under FOIA, Section 40, Personal Information** |

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Schedule 6 to

SACC/00076

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied**

**Data Requirements for Contract No: SACC/00076**

**Hazardous Contractor Deliverables, Materials or Substances**

**Statement by the Contractor**

Contract No:      SACC/00076

Contract Title: Provision of Contractor Logistical Support (CLS) Contractor for the Air Defence Systems Integrator (ADSI)

Contractor: Ultra Electronics Limited

Date of Contract: 01/July/2022

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:0) attached in accordance with condition 24.

Contractor’s Signature:     **Redacted Under FOIA, Section 40, Personal Information**

Name:       **Redacted Under FOIA, Section 40, Personal Information**

Job Title: Commercial Manager

Date       21 June 2022

\* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

SC2 Edition 06/22

Schedule 7 to

SACC/00076

Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract:

**Data Requirements for Contract No: SACC/00076**

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule of Requirements item and timber product type** | **Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence** | **Volume of timber Delivered to the Authority with other evidence** | **Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy** | **Total volume of timber Delivered to the Authority under the Contract** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Redacted Under FOIA, Section 40, Personal Information**

SC2 Edition 06/22

Schedule 8 to

SACC/00076

Schedule 8 - Acceptance Procedure (iaw Condition 29) for Contract No: SACC/00076;

1. The Acceptance Criteria for Contractor Deliverables shall be as specified in the Statement of Requirement at Schedule 9 and in accordance with SACC/00076 Contract Terms, Conditions and associated Schedules.

**Situational Awareness Command & Control (SACC) DT**

SC2 Edition 06/22

Schedule 9 to

Contract No SACC/00076

**Contractor Logistical Support (CLS) Contract for the Air Defence Systems Integrator (ADSI)**

**Statement of Requirement (SOR)**

**Version Issue 3.0**

**Date 24-June-22**

**Redacted Under FOIA, Section 24, National Security**

**Schedule 10 - Milestone Payment Plan**

**Core CLS Element**

|  |  |  |  |
| --- | --- | --- | --- |
| **Payment  Item** | **Title / Description / Payment Acceptance Criteria** | **Due Date** | **Value (£)** |
|  | Quarterly Payment | 01-Oct-22 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Jan-23 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Apr-23 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Jul-23 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Oct-23 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Jan-24 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Apr-24 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Jul-24 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Oct-24 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Jan-25 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Apr-25 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Quarterly Payment | 01-Jul-25 | **Redacted Under FOIA, Section 43, Commercial Interests** |
|  | Final Payment | 01-Aug-25 | **Redacted Under FOIA, Section 43, Commercial Interests** |

**Schedule 11 - Government Furnished Assets (GFA)**

**Redacted in full Under FOIA, Section 24, National Security**

|  |  |  |
| --- | --- | --- |
| Media Raid:2016 Branding Elements:1 - Logo:AI versions:New_DE&S_logo_RGB:Colour_RGB:New_DE&S_logo_RGB.png | **Redacted Under FOIA, Section 40, Personal Information**  SACC DT Test Tools Project Officer |  |
| **Redacted Under FOIA, Section 40, Personal Information** | /Volumes/Media Raid/Jobs in Progress/Ed L/CURRENT JOBS/ABW-15-238-BRANDING-2015/2-BRAND ELEMENTS/4-CORPORATE STATIONARY/SOURCE/icons-for-form.jpg |
| **Redacted Under FOIA, Section 40, Personal Information** |
|  | Defence Equipment & Support  MOD Abbey Wood | NH1  Spruce 1c #1113  Bristol  BS34 8JH |
|  |  |  |

Ultra Intelligence & Communications

316 Botley Road,

Burridge,

Southampton,

SO31 1BQ

|  |  |  |
| --- | --- | --- |
|  | Reference: SACC/00076  Date: 22nd June 2022 |  |

**For the personal attention of:**

**Redacted Under FOIA, Section 40, Personal Information**

Security Controller

Dear Sirs,

**SACC/00076 In Service Support to the Air Defence Systems Integrator (ADSI) Security Aspects Letter**

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender, is subject to the provisions of the Official Secrets Acts 1911-1989. Your attention is particularly drawn to the following specific aspects which must be fully safeguarded:

|  |  |  |
| --- | --- | --- |
| **SERIAL** | **SECURITY ASPECTS** | **CLASSIFICATION** |
|  | Existence of the Project | OFFICIAL |
|  | Design and Performance   1. Design and Performance Targets: 2. Design and performance of the commercial equipment built into the system without modification: | OFFICIAL – SENSITIVE |
|  | Operational Employment | SECRET |
|  | Operational Data | SECRET |
|  | System Software | OFFICIAL SENSTITIVE |

1. Will you please confirm that:
2. This definition of the classified aspects of the above Invitation to Tender has been brought to the attention of the person directly responsible for the security of this tender.
3. The definitions are fully understood.
4. Measures can, and will, be taken to safeguard the protected aspects.
5. All employees of the company who will have access to protected information have signed the Official Secrets Acts Declaration Form in duplicate and one copy is retained by the company Security Officer

3. If you have any difficulty either in interpreting this definition of the protected aspects or in safeguarding them, will you please let me know immediately.

1. In the event of a contract being placed with you, these aspects would constitute `SECRET Matter' for the purpose of the Security Clause included in the contract for the purpose of DEFCON 659A and DEFCON 660, Security Measures.

5. Any access to classified information on MoD premises that may be needed will be subject to MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully

**Redacted Under FOIA, Section 40, Personal Information**

**KEY PERFORMANCE INDICATORS AND PAYMENT DEDUCTION MECHANISM**

1.1 The Contractor's performance in terms of meeting the required level of service will be measured under the arrangements detailed in Table 1 below and reviewed by the Contractor and the Authority at the Quarterly Progress Meetings.

1.2 In the event that in any given quarter the Contractor fails to meet the required level of performance detailed in Table 1 below, the Authority shall have the right to make the relevant payment deductions as detailed in the “Payment Deduction” column within Table 1.

1.3 Should the Contractor fail to meet the required level of performance for a KPI (i.e. its performance against the KPI is any combination of “Amber or Red”) for two (2) consecutive quarters, it shall provide the Authority with a written Recovery Plan.

1.4 Should the Contractor fail to meet the required level of performance for a KPI (i.e. its performance against the KPI is any combination of “Amber and Red”) for three (3) consecutive quarters the Authority has the right to terminate the Contract under contract condition 43 – Material Breach.

1.5 The Contractor’s performance against the KPIs will be assessed separately and the Authority shall aggregate any applicable deductions against all KPI and reduce the quarterly payment by the cumulative amount of all deductions. For example:

1.6 If the Contractor’s performance in a given quarter equated to a “Red” level of performance under KPI 2.a. and a “Amber” level of performance under KPI 3.a. the individual deductions for each KPI would be 5% and 7% respectively of the quarterly payment. Thus, the aggregated sum to be deducted from the quarterly payment would be an amount equal to 12% of the quarterly payment.

1.7 If the Contractor is prevented from meeting the required level of performance due to the actions of the Authority then a commensurate adjustment in the required KPI performance and associated payment reduction shall be agreed. Where the Contractor is seeking such an adjustment it shall submit relevant details to the Authority demonstrating the impact of the Authority’s actions on its ability to meet the contractual KPIs; the measures it has taken to mitigate the impact and the duration over which the KPI adjustment is being sought. Where the Authority is satisfied that the case submitted by the Contractor is justified then it will agree a commensurate adjustment in the required KPI performance.

1.8 Deductions will be applied quarterly in arrears. Where it is determined that the Contractor was responsible for not meeting one or more of KPIs, the relevant deduction (calculated as set out above) will be applied to the payment for the subsequent quarter.

1.9 Any deductions, as a result of any failure to achieve one or more of the KPIs, in last two quarters of the contract will be applied in aggregate to the final quarterly payment.

**Table 1**

| **KPI** |  | **Description** | **Required Performance** | **Payment Deduction** | **Reporting Mechanism and Frequency** | **GREEN** | **AMBER** | **RED** | **CRITICAL FAILURE** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **KPI 1** | **Turn Around Time** | **1.a Task Authorisation Form (TAF) quotations completed in full within 15 working days of receipt, or as stipulated in the TAF.**  TAF proposal includes: Tasking information, scope of work, quotation, full cost breakdown (detailing each allowance), timescales, and subcontractor price breakdowns (or facilitation of such cost breakdowns where transparency is prohibited due to competition etc.). | 100% of TAF/RAF quotes returned to required standard within 15 working days unless otherwise mutually agreed between the Authority and the Contractor. | 5% reduction in quarterly payment for Amber, 7% reduction for Red.  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | The Contractor shall report against this KPI at each QPM. This will be cross checked with the Authority’s record of Contractor performance against this KPI. | Nil occurrences per quarter of late delivery or incomplete TAF submitted. | 1 - 3 occurrences per quarter of late delivery or incomplete TAF submitted. | 4 or more occurrences per quarter of late delivery or incomplete TAF submitted. | 10 or more occurrences of late delivery or incomplete TAF submission over the contract period. |
| **1.b** **Completion of tasks/repairs** (excluding those within the defined surge activity) within Turn Around Time (TAT) specified in the Contract or as agreed in the Task Approval Form (TAF) or Repair Authorisation Form (RAF) respectively, unless otherwise mutually agreed between the Authority and Contractor. | 100% of all tasks/repairs will be completed within agreed performance time. | 5% reduction in quarterly payment for Amber, 7% reduction for Red.  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | The Contractor shall report against this KPI at each QPM. This will be cross checked with the Authority’s record of Contractor performance against this KPI. | Nil occurrences per quarter of late delivery. | 1 – 3 occurrences per quarter of late delivery | 4 or more occurrences  per quarter of late delivery | 10 or more occurrences of late delivery or incomplete TAF submission over the contract period. |
| **KPI 2** | **Quality** | **2.a** Tasking and repairs completed and returned to the Authority to the required quality standard as stipulated by the Authority.  The equipment shall not require further maintenance in association with the initial task/repair within 2 months of task/repair completion, unless the fault/failure is out of the control of the Contractor. | 100% tasks/repairs to be completed to the required standard without subsequent failure or fault within 2 months of task/repair completion. | 5% reduction in quarterly payment for Amber, 7% reduction for Red.  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | The Contractor shall report against this KPI at each QPM. This will be cross checked with the Authority’s record of Contractor performance against this KPI. | Nil occurrences per quarter of quality failure. | 1 – 3 occurrences per quarter of quality failure. | 4 or more occurrences  per quarter of quality failure. | 10 or more occurrences of quality failure over the contract period. |
| **2.b** Nil non-conformances for GFA/bonded stock during the Authority’s annual audit at the Contractor’s premises.  (Only applicable for the quarter in which the annual GFA audit is conducted). | 100% conformance | 5% reduction in quarterly payment for Amber, 7% reduction for Red  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | Authority Audit (Annual GFA/Bonded Stock audit) | Nil discrepancies identified in audit | 1 - 2 discrepancies identified in audit | 3 or more discrepancies identified in audit | 5 or more discrepancies identified in audit |
| **KPI 3** | **Communication and Project - Management** | **3.a** Quarterly Progress documentation (Agenda, Report, Minutes) to be issued to the Authority within the time periods specified by the contract and to be accurate and contain all required information as specified in the SOW. | 100% of documentation is received within the agreed periods and is accurate and contains all required information. | 5% reduction in quarterly payment for Amber, 7% reduction for Red  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | The Contractor shall report against this KPI at each QPM. This will be cross checked with the Authority’s record of Contractor performance against this KPI. | On time delivery and is accurate and contains all required information | Delivered 1 – 5 working days late and is accurate and contains all required information | Delivered 5 or more working days late and/or contains significant inaccuracies or omissions. | 5 or more occasions of Quarterly Progress documentation being late by 5 or more working days and/or containing significant inaccuracies over the contract period. |
| **3.b**  The Repair Log and RAF Tracker, with details of repairs made and their status shall be up to date and available at each QPM or within 3 working days of a requested by the Authority. | 100% of data is accurate at inspection by the Authority. | 3% reduction in quarterly payment for red.  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | The Authority shall maintain a log of when this KPI is not met for discussion at Quarterly Review meetings. | Fully up to date Repair Log and RAF Tracker is available at each QPM or within 3 working days of request. | Not Applicable | Repair Log and RAF Tracker is not available or up to date at each QPM or within 3 working days of request. | 5 or more occasions of the Repair Log and RAF Tracker not being available or up to date at each QPM or within 3 working days of request over the contract period. |
| **3.c** Project Deliverables  Project Deliverables (reports, Management Plans, documents excluding Quarterly Progress Documentation that is the subject of KPI 3.a.) to be issued to the authority within the time periods specified within the contract unless otherwise mutually agreed with the Authority and the Contractor. | 100% of documentation is received within the agreed periods unless otherwise mutually agreed between the Authority and the Contractor.  . | 3.5% reduction in quarterly payment for Amber, 7% reduction for Red.  Critical Failure: A reduction of 10% will be made to the quarterly payment or Termination due to Material Breach, under Section 43 of the SC2 Terms and Conditions | Authority confirms accuracy. | Nil occurrences of late delivery or unacceptable quality over the contract period. | 3 or less occurrences of late delivery or unacceptable quality over the contract period. | 4 or more occurrences of late delivery or unacceptable quality over the contract period. | 5 or more occurrences of late delivery or unacceptable quality over the contract period. |

Annex A to Schedule 13 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w Condition 12) for Contract No: SACC/00076

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\*** | **Rating Thresholds** | **Frequency of Measurement** | **Quarter and Year\*** | **Average for Reporting Period** | **Rating\*** | **Comment\*** |
| **Turn Around Time**  1.a - Task Authorisation Form (TAF) quotations completed in full within 15 working days of receipt, or as stipulated in the TAF.  1.b - Completion of tasks/repairs | Good\*:  1.a - Nil occurrences per quarter of late delivery or incomplete TAF submitted.  1.b - Nil occurrences per quarter of late delivery. | 1.a – Quarterly  1.b - Quarterly |  |  |  |  |
| Approaching Target:  1.a - 1 - 3 occurrences per quarter of late delivery or incomplete TAF submitted.  1.b - 1 – 3 occurrences per quarter of late delivery |
| Requires Improvement:  1.a - 4 or more occurrences per quarter of late delivery or incomplete TAF submitted.  1.b - 4 or more occurrences  per quarter of late delivery |
| Inadequate:  1.a – 10 or more occurrences of late delivery or incomplete TAF submission over contract period  1.b – 10 or more occurrences of late delivery or incomplete TAF submission over contract period |
| **Quality**  2.a - Tasking and repairs completed and returned to the Authority to the required quality standard as stipulated by the Authority.  2.b - Nil non-conformances for GFA/bonded stock during the Authority’s annual audit at the Contractor’s premises.  (Only applicable for the quarter in which the annual GFA audit is conducted). | Good\*:  2.a - Nil occurrences per quarter of quality failure  2.b - Nil discrepancies identified in audit | 2.a – Quarterly  2.b – Authority Audit (Annual GFA/Bonded Stock audit) |  |  |  |  |
| Approaching Target:  2.a - 1 – 3 occurrences per quarter of quality failure.  2.b - 1 - 2 discrepancies identified in audit |
| Requires Improvement:  2.a - 4 or more occurrences  per quarter of quality failure.  2.b - 3 or more discrepancies identified in audit |
| Inadequate:  2.a - 10 or more occurrences of quality failure over the contract period.  2.b - 5 or more discrepancies identified in audit |
| **Communication and Project Management**  3.a - Quarterly Progress documentation (Agenda, Report, Minutes) to be issued to the Authority within the time periods specified by the contract and to be accurate and contain all required information as specified in the SOW.  3.b - The Repair Log and RAF Tracker, with details of repairs made and their status shall be up to date and available at each QPM or within 3 working days of a requested by the Authority.  3.c - Project Deliverables | Good\*:  3.a - On time delivery and is accurate and contains all required information  3.b - Fully up to date Repair Log and RAF Tracker is available at each QPM or within 3 working days of request  3.c - Nil occurrences of late delivery or unacceptable quality over the contract period. | 3.a – Quarterly  3.b – Quarterly  3.c – Authority confirms accuracy |  |  |  |  |
| Approaching Target:  3.a - Delivered 1 – 5 working days late and is accurate and contains all required information  3.b - Not Applicable  3.c - 3 or less occurrences of late delivery or unacceptable quality over the contract period. |
| Requires Improvement:  3.a - Delivered 5 or more working days late and/or contains significant inaccuracies or omissions.  3.b - Repair Log and RAF Tracker is not available or up to date at each QPM or within 3 working days of request.  3.c - 4 or more occurrences of late delivery or unacceptable quality over the contract period. |
| Inadequate:  3.a - 5 or more occasions of Quarterly Progress documentation being late by 5 or more working days and/or containing significant inaccuracies over the contract period.  3.b - 5 or more occasions of the Repair Log and RAF Tracker not being available or up to date at each QPM or within 3 working days of request over the contract period.  3.c - 5 or more occurrences of late delivery or unacceptable quality over the contract period. |
| Social Value KPI (if applicable) | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |

**AD-HOC TASKING AUTHORISATION FORM (TAF)**

**Part 1 – Request for quotation (to be completed by the Authority’s Project Manager)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| To: | Ultra Intelligence & Communications  316 Botley Road,  Burridge,  Southampton,  SO31 1BQ | | | | | | | From: | | Defence Equipment & Support  SACC DT  Spruce 1c  MoD Abbey Wood #1113  Bristol BS34 8JH | | | | | |
| Contract No: | | SACC/00076 | | | Task No: | | |  | | | | Version No: | | |  |
| Proposed Task Title: | | | |  | | | | | | | | | | | |
| You are requested to provide a firm price quotation for the requirement detailed below.  Statement of Work for Task:  (including deliverable acceptance)  The task is required to be completed by: | | | | | | | | | | | | | | | |
| Please provide your quotation no later than: | | | | | |  | | | | | | | | | |
| The terms and conditions stated in the contract apply unless otherwise stated here:  Note: Please complete DEFFORM 315 where necessary and submit with this form. | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | |
| Project Manager: | | |  | | | | Signed: | |  | | | | Date: |  | |
| Telephone No: | | |  | | | | Email Address: | | | |  | | | | |
|  | | | | | | | | | | | | | | | |
| Commercial Officer | | |  | | | | Signed: | |  | | | | Date: |  | |
| Telephone No: | | |  | | | | Email Address: | | | |  | | | | |

**Part 2- Quotation (to be completed by the Contractor)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| To: | Defence Equipment & Support  SACC DT  Spruce 1c  MoD Abbey Wood #1113  Bristol BS34 8JH | | | From: | | | Ultra Intelligence & Communications  316 Botley Road,  Burridge,  Southampton,  SO31 1BQ | |
| Proposed Firm Price Offer using agreed rates on Schedule 16 to the Contract.   |  |  |  | | --- | --- | --- | | Hours: | Rate: | Price (£): | |  |  |  | |  |  |  | |  |  |  | |  | | | | Sub-Total: |  |     Labour:   |  |  |  | | --- | --- | --- | | Details: | | Price (£): | |  | |  | |  | |  | |  | |  | |  | | | | Sub-Total: |  |   Materials:   |  |  |  | | --- | --- | --- | | Sub-Contractor: | | Price (£): | |  | |  | |  | |  | |  | |  | |  | | | | Sub-Total: |  |   Sub-Contracts:   |  |  |  | | --- | --- | --- | | Details: | Rate: (if applicable) | Price (£): | |  |  |  | |  |  |  | |  |  |  | |  | | | | Sub-Total: |  |   T&S:   |  |  | | --- | --- | | Total Price (Ex VAT): |  |   Copies of quotations are required for Materials and Sub-Contract costs. | | | | | | | | |
| The assumed start date for this task is: | | | | |  | | | |
| The completion date for this task shall be no later than:  (based on the assumed start date) | | | | |  | | | |
| This proposed firm price offer is valid until: | | | | |  | | | |
| Payment Terms – payment shall be on completion unless agreed otherwise below: | | | | | | | | |
|  | | | | | | | | |
| Project Manager: | |  | Position: | | |  | | |
| Signed: | |  | Date: | | |  | | |
| Telephone No: | |  | Email Address: | | | | |  |
|  | | | | | | | | |

**Part 3 – Authorisation to proceed (to be completed by the Authority)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| To: | Ultra Intelligence & Communications  316 Botley Road,  Burridge,  Southampton,  SO31 1BQ | | | From: | | Defence Equipment & Support  SACC DT  Spruce 1c  MoD Abbey Wood #1113  Bristol BS34 8JH | | | |
| 1. This task has been rejected for the following reasons:  * A revised quotation is required * There is no longer a requirement for this task. No further action is to be taken  1. Authorisation to proceed  * You are hereby requested to proceed with the requirement outlined within Task……….. at the firm price of ……….. start date of…………. and completion date of……… | | | | | | | | | |
|  | | | | | | | | | |
| Project Manager: | |  | Signed: | |  | | | Date: |  |
| Telephone No: | |  | Email Address: | | | |  | | |
|  | | | | | | | | | |
| Finance Officer: | |  | Signed: | |  | | | Date: |  |
| Telephone No: | |  | Email Address: | | | |  | | |
| The task is booked against the following:   |  |  | | --- | --- | | MG: |  | | BLB: |  | | UIN: |  | | RAC: |  | | LPC: |  | | VAT Code: |  | | | | | | | | | | |
|  | | | | | | | | | |
| Commercial Officer: | |  | Signed: | |  | | | Date: |  |
| Telephone No: | |  | Email Address: | | | |  | | |

**Part 4 – Notification of task completion (to be completed by the Contractor)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| To: | Defence Equipment & Support  SACC DT  Spruce 1c  MoD Abbey Wood #1113  Bristol BS34 8JH | | | From: | | Ultra Intelligence & Communications  316 Botley Road,  Burridge,  Southampton,  SO31 1BQ | | | |
| Task ……… was completed on ……….. | | | | | | | | | |
|  | | | | | | | | | |
| Project Manager: | |  | Signed: | |  | | | Date: |  |
| Telephone No: | |  | Email Address: | | | |  | | |

**Part 5 – Confirmation of task completion (to be completed by the Authority)**

I confirm that all work on the above task has been completed to the satisfaction of the Project Manager:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| I certify that the completion date for this task was: | | |  | | | | |
| Comments on task report:  Your claim for payment in accordance with the terms and conditions of the contract may now be submitted. | | | | | | | |
|  | | | | | | | |
| Project Manager: |  | Signed: | |  | | Date: |  |
| Telephone No: |  | Email Address: | | |  | | |

**Schedule 15 - Tasking Authorisation Form (TAF) Register**

A list of contracted Tasks against Line Item 2 of the Schedule of Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| **Task Number** | **Description** | **Date Approved** | **Value (£) Ex VAT** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Schedule 16 - Labour Rates and Travel and Subsistence Rates

The following rates shall be used in costing of any work undertaken under Line Item 2 of the Schedule of Requirements

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **GRADE** | **Year 2022 Per Hour** | **Year 2023**  **Per Hour** | **Year 2024**  **Per Hour** | **Year 2025**  **Per Hour** |
| G11 | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| G12 | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| G13 | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| G14 | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TYPE OF TRAVEL OR SUBSISTENCE** | **Year 2022 Per Day** | **Year 2023 Per Day** | **Year 2024 Per Day** | **Year 2025 Per Day** |
| Accommodation | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| Daily Subsistence | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| Overnight Subsistence | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| Car Hire | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |
| Mileage (pence per mile) | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** |

**Notes:**

1. T&S for Tasking shall be based on Actual costs up to the maximum costs specified above.
2. The above rates **exclude** GS&A overhead and Profit, as well as VAT, which will be charged at the rates prevailing at the time of the invoicing

**Ministry of Defence**

**CONTRACT DATA REQUIREMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT/Contract Number  SACC/00076 | 2. CDR Number  1 | 3. Data Category  Maintenance/Repair/  Replacement  Information | 4. Contract Delivery Date  As stated in the Statement of Requirement |
| 5. Equipment/Equipment Subsystem Description  ADSI and ACTS | | 6. General Description of Data Deliverable   * ADSI and ACTS system specification and system handbooks. * Technical Documentation and Master Documentation as defined in the Statement of Work | |
| 7. Purpose for which data is required  Competitive tendering for Maintenance or Repair or Replacement tasks. | | 8. Intellectual Property Rights  a. Applicable DEFCONs  DEFCON 16 (Edn.10/04)  DEFCON 21 (Edn.10/04)  b. Special IP Conditions | |
| 9. Update/Further Submission Requirements  As directed in the Statement of Requirement | | | |
| 10. Medium of Delivery  Electronic | | 11. Number of Copies  1 | |

**Schedule 18 - Progress Meeting and Reporting Governance**

|  |  |  |
| --- | --- | --- |
| **Quarterly Progress Meeting Terms of Reference** | | |
| Purpose and scope of Authority | Review delivery and performance of the Air Defence Systems Integrator (ADSI) Contract, managing project risks & opportunities, resolving issues and encouraging continuous improvement. | |
| Frequency | In accordance with the Statement of Requirement (SOR) | |
| Chair | SACC Project Manager | |
| Core  Membership | **SACC DT**  Project Manager  Engineer  Commercial Manager  ILS Manager | **Contractor Team**  Project Manager  Engineer  Commercial Manager  ILS Manager |
| Additional Attendees | Stakeholders (such as Safety, Finance, Project Controls, GFA) where considered necessary to address dependencies/issues. Suitably briefed individuals deputising for the above core members where they are unable to attend. | |
| Outputs | Quarterly Progress Meetings will report on, but not be limited to, the following topics:   * Quarterly Progress Report * Milestone status * Project Risks, Issues and Opportunities * Key Performance Indicators (KPI’s) * GFA matters requiring attention of the Authority * Safety, Environment and Security * ILS including Obsolescence Report * Sub-Contractors progress/issues arising * Spend against Payment Plan * Quality Assurance * Fault Investigation Reports | |
| Agenda and Scope of Reviews | * Review (ADSI) Service Delivery and Performance * Schedule and Milestone Review * Payment Plan * Obligations Matrix Review * Change Control including Tasking * Review Risk Register * Monitor GFA requirements/Asset Register/Inventory * Refer risks, issues or disputes as appropriate * Quality Assurance * ILS update including obsolescence and changes | |

**TRANSFER REGULATIONS**

**EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT**

1. Definitions
   1. In this Schedule 19, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
   2. Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:
2. “**Data protection legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:
3. (i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or “UK GDPR”);
4. (ii) the Data Protection Act 2018;
5. (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner’s Office which apply to a party;

"**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 the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

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

1. EMPLOYMENT
   1. **Information on Re-tender, Partial Termination, Termination or Expiry**
      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 Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):
         1. supply to the Authority such information as the Authority may reasonably require in order to consider the applicaton of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
         2. 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 19 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
         3. 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;
         4. acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
         5. inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.
      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:
         1. ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 19 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
         2. 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;
         3. 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.
      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 19 (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.
      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 19 in respect of Transferring Employees.
      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 Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
      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:
         1. materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
         2. replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
         3. reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
         4. terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 19.

* + 1. The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 19 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.
  1. **Obligations in Respect of Transferring Employees** 
     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:
        1. 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
        2. comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.
  2. **Unexpected Transferring Employees**
     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 Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:
        1. 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
        2. 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 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(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
        3. 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:
           1. 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(b);
           2. any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
           3. 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 Transferee; or
3. to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
   * + - 1. 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);
         2. 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
         3. legal and other professional costs reasonably incurred;
     1. the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.
   1. **Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**
      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. 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:
         1. 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;
         2. 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 Services 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.

* + 1. 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-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.
  1. **Contracts (Rights of Third Parties) Act 1999**
     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. The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
     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. **General**
     1. The Contractor shall not recover any Costs and/or other losses under this Schedule 19 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

**Appendix 1**

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

1. Pursuant to paragraph 2.1.1(b) of this Schedule 19 the following information will be provided:

a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;

b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;

c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);

d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:

a) Age (not date of Birth);

b) Employment Status (i.e. Fixed Term, Casual, Permanent);

c) Length of current period of continuous employment (in years, months) and notice entitlement;

d) Weekly conditioned hours of attendance (gross);

e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);

f) Pension Scheme Membership:

g) Pension and redundancy liability information;

h) Annual Salary;

i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);

j) Details of attendance patterns that attract enhanced rates of pay or allowances;

k) Regular/recurring allowances;

l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor’s general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

**Appendix 2**

**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**

**Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 19, 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. **Personal, Employment and Career**

a) Age;

b) Security Vetting Clearance;

c) Job title;

d) Work location;

e) Conditioned hours of work;

f) Employment Status;

g) Details of training and operating licensing required for Statutory and Health and Safety reasons;

h) Details of training or sponsorship commitments;

i) Standard Annual leave entitlement and current leave year entitlement and record;

j) Annual leave reckonable service date;

k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;

l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;

m) Issue of Uniform/Protective Clothing;

n) Working Time Directive opt-out forms; and

o) Date from which the latest period of continuous employment began.

* 1. **Superannuation and Pay**

a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

b) Annual salary and rates of pay band/grade;

c) Shifts, unsociable hours or other premium rates of pay;

d) Overtime history for the preceding twelve-month period;

e) Allowances and bonuses for the preceding twelve-month period;

f) Details of outstanding loan, advances on salary or debts;

g) Pension Scheme Membership;

h) For pension purposes, the notional reckonable service date;

i) Pensionable pay history for three years to date of transfer;

j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

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

* 1. **Medical**

a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and

b) Details of any active restoring efficiency case for health purposes.

* 1. **Disciplinary**

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

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

* 1. **Further information**

a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;

b) Short term variations to attendance hours to accommodate a domestic situation;

c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;

d) Information about any current or expected maternity or other statutory leave or other absence from work.

**Part B**

* 1. **Information to be provided 28 days prior to the Transfer Date:**

a) Employee's full name;

b) Date of Birth

c) Home address;

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

**PART C**

* 1. **Information to be provided within 14 days following a Transfer Date:**
     1. Performance Appraisal

The current year's Performance Appraisal;

Current year’s training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

**Ministry of Defence**

**DEFFORM 711 –** **NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**

**DEFFORM 711 - PART A – Notification of IPR Restrictions**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. ITT / Contract Number   SACC/00076 | | SACC/00076 - Provision of Contractor Logistical Support (CLS) Contract for the Air Defence Systems Integrator (ADSI) | | |
| ID # | Unique Technical Data Reference Number / Label | Unique Article(s) Identification Number / Label | Statement  Describing IPR Restriction | Ownership of the Intellectual Property Rights |
| 1 | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | **Redacted Under FOIA, Section 43, Commercial Interests** | Ultra Electronics, Advanced Tactical Systems, Austin, Texas 78744. |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |

**DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)**

**Nil Return**

**Completion Notes**

**Part A**

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

1. any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
2. any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
3. the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
4. any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

|  |  |
| --- | --- |
| Block 1 | Enter the associated Invitation to Tender (ITT) or Contract number as appropriate. |
| Block 2 | No action – This sequential numbering is to assist isolation and discussion of any line item |
| Block 3 | Identify a unique reference number for the information / technical data (i.e. a Contractor’s document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same. |
| Block 4 | Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.  NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions. |
| Block 5 | This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it. |
| Block 6 | Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc).  If it is a sub-contractor or supplier, please identify this also. |

**Part B**

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

1. (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty’s Government (HMG).
2. (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
3. (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
4. (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

1. (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority’s Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.