SCHEDULE I

management and Liability for engaged PERSONNEL

1. general

Save where the Authority agrees otherwise, all Personnel shall be engaged full time and exclusively on the delivery of Personnel Services.

Where any of the Engaged Personnel are on annual leave, sick leave, bereavement leave or any other form of authorised absence for more than five (5) Business Days, the Contractor shall procure that (or shall procure that the relevant member of the Contractor Group or the relevant Sub-contractor (as applicable) shall procure that) they shall delegate in advance or as soon as reasonably practicable their duties to other Engaged Personnel. If any such delegation of duties shall be for a period of more than two (2) weeks the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) shall request the prior Approval of the Authority. The Contractor shall procure that all delegations of duties by Engaged Personnel pursuant to this Paragraph 1.2 shall be notified by such Engaged Personnel to the ADT Commercial Lead in advance or as soon as reasonably practical (with details of the identity of the Member of the Engaged Personnel to whom such duties have been delegated and the period of delegation). There shall be no additional cost for the Authority in connection with any such delegation.

1. removal and replacement of ENGAGED Personnel

**Authority right to request Replacement of Engaged Personnel**

The Authority shall have the right to request the Contractor to replace any Member of the Engaged Personnel by giving the Contractor not less than five (5) Business Day's prior written notice of the Member of the Engaged Personnel who is to be replaced, including where there is an Arising Issue in respect of Personnel.

**Authority right to request Removal of any Member of the Engaged Personnel**

The Authority may by written notice to the Contractor require the removal of any Member of the Engaged Personnel with immediate effect and replacement within five (5) Business Days if such Member of the Engaged Personnel:

has become incapable of performing his or her duties through illness or incapacity for a consecutive period of more than twenty (20) Business Days;

in the reasonable opinion of the Authority, has demonstrated a level of performance that is unsatisfactory in any material respect or prejudicial to the working relationship of the Authority with the Contractor or with any of the Authority Related Parties;

in the reasonable opinion of the Authority, does not have the Required Skills;

acts in a manner which, in the reasonable opinion of the Authority, is materially damaging or potentially materially damaging to the Authority or which is likely to bring the Authority into disrepute;

is in breach of any Applicable Law or Authority policy relating to a security matter;

fails a drug or alcohol test;

does not comply with the Letter of Placement;

has committed a Prohibited Act; or

has been rated by the Authority as "unsatisfactory" or "poor" pursuant to the Personnel Performance Questionnaire on 2 consecutive occasions.

The Authority may by written notice to the Contractor require the removal of any Engaged Personnel with immediate effect and replacement within five (5) Business Days if the Authority exercises its rights pursuant to Paragraphs 1.12.3(A), 2.5, 4.1.1(A) or 4.2.1(A) of Schedule G (*COI Compliance Regime*).

Prior to giving notice under Paragraphs 2.2 or 2.3, the Authority shall consult with the Contractor and advise the Contractor of its concerns relating to the relevant Member of the Engaged Personnel.

If any Member of the Engaged Personnel is dismissed on the grounds listed in Paragraphs 2.2.2, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.8, 2.2.9 or 2.3, then from the date of their dismissal, the Contractor shall not use that person in the performance of the Services.

**Death or termination of employment**

Where any Placement, or appointment to the Contractor Delivery Team terminates on the:

death of a Member of the Personnel or Contractor Delivery Team Personnel; or

termination of the relevant Personnel's or Contractor Delivery Team Personnel's employment with the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor),

the Contractor shall provide written notice of such termination, and shall nominate a replacement within five (5) Business Days.

**Contractor right to terminate an Engagement for Engaged Personnel grievance**

The Contractor may terminate any Engagement with immediate effect by written notice if the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) upholds a grievance of any Engaged Personnel relating to his or her Engagement and the Authority refuses or fails to take steps reasonably necessary for resolution of such Engaged Personnel's grievance.

**General**

Where any Member of the Engaged Personnel is removed or dismissed or their Engagement terminates for any reason in accordance with this Paragraph 2 (*Removal and Replacement of Engaged Personnel*), (subject to any specific requirements referred to above):

the Contractor shall as soon as possible (and in any event within five (5) Business Days of becoming aware of the need to find a replacement) nominate a replacement for any such:

Member of the Personnel with the Required Skills identical to or better than that of the person they are replacing; or

Member of the Engaged Personnel who is not a Member of the Personnel with the qualifications, skills and experience identical to or better than that of the person they are replacing,

and the Contractor shall provide the Authority with such information in relation to the proposed replacement as the Authority may reasonably request. The Contractor shall consult with the Authority concerning any such replacement and shall obtain the Authority's prior Approval to the identity of the replacement Member of the Engaged Personnel;

in relation to Personnel, the Part A Fee payable for such replacement Member of the Personnel shall not increase during the original term of the Approved Tasking Order from the Part A Fee identified in such Approved Tasking Order; and

in relation to Engaged Personnel that are not Personnel, no amendment shall be made to any amount payable in respect of such other Engaged Personnel.

Where any Member of the Engaged Personnel is replaced with another Member of the Engaged Personnel, the Contractor shall (other than in the case of a replacement under Paragraph 2.7 procure the completion of any handover that may be required at no charge to the Authority.

The Contractor shall indemnify the Authority fully from and against all Losses arising as a result of or in connection with any claims or allegations made by any Engaged Personnel in connection with their removal pursuant to this Paragraph 2 (*Removal and Replacement of Engaged Personnel*).

The removal and replacement of any Engaged Personnel pursuant to this Paragraph 2 (*Removal and Replacement of Engaged Personnel*) shall not excuse the Contractor from any of its obligations under this Agreement.

1. DUTIES

The Contractor shall (and shall ensure that any member of the Contractor Group or any Sub-contractor shall) ensure that each Member of the Personnel executes, prior to commencing his or her Placement, a Letter of Placement and a Privilege and Confidentiality Agreement. The Contractor shall (and shall ensure that any member of the Contractor Group or any Sub-contractor shall) procure that the relevant Member of the Personnel complies with all the obligations contained in his or her respective Letter of Placement.

The Contractor shall (and shall ensure that any member of the Contractor Group or any Sub-contractor shall) ensure that each Member of the Engaged Personnel, that is not appointed through an Approved Tasking Order, signs, prior to commencing his or her Engagement, a Privilege and Confidentiality Agreement.

The Authority shall:

not require any Member of the Engaged Personnel to enter into any arrangement on behalf of the Authority which is outside the normal course of business or his or her normal duties;

not, and shall not require any Member of the Engaged Personnel to, do anything that shall breach his or her Employment Contract (provided a copy of that Employment Contract has been provided to the Authority) and the Authority shall have no authority to vary the terms of that Employment Contract or make any representations to the Member of the Engaged Personnel in relation to the terms of such Employment Contract;

take such steps as may be reasonably requested by the Contractor so as to ensure that the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) is able to comply with its obligations under the Employment Contracts in respect of working time and holidays; and

reimburse the Contractor for T&S Costs incurred by the Personnel where permitted in accordance with Paragraph 7.2 (*Travel and Subsistence for Personnel and Contractor Delivery Team Personnel*) and provided that the Contractor has complied with Paragraph 7.3.

The Contractor shall (and, where relevant, shall procure that a member of the Contractor Group or a Sub-contractor):

make each Member of the Engaged Personnel available to the Authority to provide Services for the applicable Engagement during the relevant Member of the Engaged Personnel's normal working hours under their Employment Contract (save where he or she is unavailable by reason of incapacity or other leave entitlement or authorised absence);

provide each Member of the Engaged Personnel with the salary and benefits to which he or she is entitled from time to time under his or her Employment Contract;

account to the appropriate authorities for all income tax, employee’s and employer’s National Insurance contributions payable in respect of the earnings and benefits paid or provided to all Engaged Personnel;

notify the Authority of any changes to any Employment Contract (provided that Approval shall be required from the Authority for any such change that has a material adverse effect on the relevant Member of the Engaged Personnel's ability to perform his or her duties under his or her Engagement);

work, and ensure that all Engaged Personnel work, in the spirit of collaboration and do not, by any act or omission, endanger the successful delivery of the Services, or the reputation of the Authority or the Contractor;

comply with its obligations (express and implied) under the Employment Contracts; and

except where the Contractor obtains the Authority's Approval, not permit or authorise any Engaged Personnel to carry out duties or provide services other than for the Authority.

1. MANAGEMENT

The Contractor shall (or, where relevant, shall procure that a member of the Contractor Group or a Sub-contractor shall) be solely responsible for dealing with any Management Issues concerning each Member of the Engaged Personnel during their Engagement.

The Contractor shall use all reasonable endeavours to procure that Engaged Personnel shall co-operate reasonably with the Authority on day-to-day matters arising in relation to the provision of the Services.

During their Engagement, Engaged Personnel shall remain subject to the Contractor's (or, where relevant, member of the Contractor Group's or Sub-contractor's) grievance and disciplinary procedures in respect of matters occurring during their Engagement. The Contractor shall be responsible for the conduct of any grievance or disciplinary proceedings in respect of Engaged Personnel.

The Authority shall:

as soon as reasonably practicable, refer any and all Management Issues (including any issues relating to any alleged failure by Engaged Personnel to provide reasonable co-operation in accordance with Paragraph 4.2 above) to the Contractor;

as necessary, co-operate with the Contractor (or, if the employer, the member of the Contractor Group or Sub-contractor) in providing evidence relating to any Engaged Personnel for use in relation to any Management Issues, including in relation to any grievance or disciplinary procedure;

provide any other reasonable assistance to the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) in any steps the Contractor (or, where relevant, a member of the Contractor Group or Sub-contractor) may take under its grievance or disciplinary procedures in relation to Engaged Personnel; and

provide the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) with all such reasonable assistance, information and documentation as the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) may reasonably require in order to deal with any Management Issues, whether under the Contractor's (or, where relevant, a member of the Contractor Group's or a Sub-contractor's) internal procedures or before any court or tribunal.

1. LEAVE, SICKNESS OR OTHER ABSENCE

During their Engagement, Engaged Personnel shall continue to be entitled to annual leave, public/privilege holidays, sick leave and other absence (including compassionate, maternity, paternity or adoption leave) applicable to his or her employment with the Contractor (or, where relevant, a member of the Contractor Group or a Sub-contractor) and in accordance with the Employment Contract, and shall remain subject to the Contractor's (or, where relevant, a member of the Contractor Group or a Sub-contractor) approval and notification policies and procedures.

The Contractor shall consult with the Authority before it (or, where relevant, a member of the Contractor Group or a Sub-contractor) approves any holiday request and shall notify the Authority as soon as reasonably practicable in relation to a Member of the Personnel's or Contractor Delivery Team Personnel's absence from work for any other reason.

The Authority shall, at its discretion, direct up to 10 non-paid working days per annum for all Engaged Personnel subject to 14 working days’ notice.

1. HEALTH AND SAFETY

Without limiting the Contractor's obligation to comply with its Business Continuity Plan, the Authority shall be responsible for complying with all duties in relation to Engaged Personnel's health, safety and welfare when on the Authority's sites.

The Authority shall comply with any reasonable request by the Contractor for information relating to the health and safety of any Engaged Personnel during their Engagement.

The Contractor shall notify the Authority of any health and safety hazards, risks associated with such hazards, or precautions which should be taken emanating from such risks resulting from work to be performed under this Agreement at an Authority site, in accordance with DEFCON 76 (*Contractor’s Personnel at Government Establishments*).

1. ADMINISTRATIVE MATTERS

**Contact requirements for Personnel and Contractor Delivery Team Personnel**

The Contractor shall ensure that it has at all times provided up to date contact details for each Member of the Engaged Personnel as follows:

the email contact for that Member of the Engaged Personnel (which shall be an email contact using an email address specific to the Contractor); and

a mobile phone number for that Member of the Engaged Personnel.

**Travel and Subsistence for Personnel and Contractor Delivery Team Personnel**

It is anticipated that Personnel shall work from the base location identified in an Approved Tasking Order and that Contractor Delivery Team Personnel shall work from the Authority's premises at Abbey Wood. The Contractor acknowledges and agrees that travel and subsistence costs and expenses for Personnel and Contractor Delivery Team Personnel shall only be payable by the Authority where:

the Member of the Personnel is directed by the Authority to work at other sites to those identified in the Approved Tasking Order;

the Contractor Delivery Team Personnel is directed by the Authority to work at a site other than the Authority's premises at Abbey Wood;

the Contractor has the prior written agreement of the Authority to incur such costs and expenses (including where set out in an Approved Tasking Order); and

the costs and expenses comply with the limits identified in Paragraph 7.5,

and no other such costs or expenses shall be payable under this Agreement.

The Contractor shall submit claims for travel and subsistence expenses in a format acceptable to the Authority (acting reasonably) and shall detail travel and subsistence costs and expenses separately for each Approved Tasking Order and in relation to each individual Contractor Delivery Team Personnel.

No amount shall be payable by the Authority without evidence acceptable to the Authority (acting reasonably) of the costs and expenses having been incurred and the Authority shall not pay any handling charge, fee or profit element or VAT in respect of the Contractor issuing claims to the Authority in respect of such costs and expenses.

The limit on, and categories of claims for, travel and subsistence costs and expenses shall be as follows (unless otherwise provided in an Approved Tasking Order) and shall not be amended during the Term:

the Contractor may claim up to a maximum of £100 (including VAT) per night for accommodation;

the Contractor may claim within the detailed subsistence limits set out below:

|  |  |
| --- | --- |
| **Period of time** | **Limit (including VAT)** |
| Over 5 Hours | Redacted |
| Over 10 Hours | Redacted |
| Over 12 Hours  | Redacted |
| Evening Meal | Redacted |
| Breakfast (where staying overnight without hotel provision of breakfast) | Redacted |

the Contractor may claim for car journeys made in the performance of an Approved Tasking Order or duties relating directly to the work of the Contractor Delivery Team at the rate of Redacted pence per mile (including VAT);

the Contractor may not make any claim for the cost of or any deductible payable under a vehicle insurance policy; and

in exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet the performance requirements of an Approved Tasking Order or duties relating directly to the work of the Contractor Delivery Team.

Wherever possible, the Contractor shall procure that Personnel and Contractor Delivery Team Personnel use any benefits obtained as a direct consequence of the Contractor’s performance under the Agreement when undertaking further travel (for example including air miles) and the Contractor shall offset any savings against the costs of further travel required in the performance of an Engagement.

The Contractor shall not be entitled to claim travel and subsistence costs and expenses in respect of individuals engaged in relation to the development or delivery of an Authority Directed Innovation Opportunity or a Contractor Generated Innovation Opportunity unless the Authority agrees that Paragraph 7.5.5 applies.

**Desk booking – Abbey Wood**

The Contractor shall ensure that Engaged Personnel at Abbey Wood comply with the Authority's desk booking arrangements and shall use the Authority Facilities Management system to forward-book:

meeting rooms, hot-desks, and video conferencing suites; and

visitor access and passes for all Engaged Personnel not located on-site.

**Site specific – Outside Abbey Wood**

The Contractor shall procure that Engaged Personnel at other sites shall adhere to the relevant booking arrangements at the site on which they are located, the details of which shall be set out in each Approved Tasking Order.

**Visitors on Authority sites**

If the Contractor intends to bring visitors (including specialist resources) onto an Authority site, without limiting the Contractor's obligation to comply with Part XI (*Security*) of the Agreement, the Contractor shall:

obtain the prior approval of the Authority Delivery Team; and

if such approval is obtained, ensure that all visitors or specialist resources it brings onto Authority sites have been briefed on applicable site safety and security policies.

The Personnel may be required to visit other DE&S sites across the UK, in order to carry out the duties specified in the requirements of the role under the Approved Tasking Order. This will be identified in the Approved Tasking Order or agreed from time to time.

1. LIABILITY FOR ENGAGED PERSONNEL

The Contractor expressly acknowledges that Engaged Personnel are its (or, where relevant, a member of the Contractor Group's or its Sub-contractor's) employees.

The Contractor shall be liable to the Authority for all Losses which arise out of any negligence of any Engaged Personnel in connection with this Agreement or the Personnel Services.

1. Letter of Placement

Dear [*Name*]

Following our recent discussions I am writing to confirm the terms of your placement by [*name of company*] (the "**Company**") with The Secretary of State for Defence (the "**Authority**") as follows:

# purpose and period of Placement

## You will be placed with the Authority, working at [*address*] (the "Premises") to assist the Authority with [*insert description of duties*] [as described in the schedule attached to this letter] (the "Services") (the "Placement").

## The period of your Placement will, unless you are notified by us to the contrary, be the period from [*date*] (the "Commencement Date") until the earlier of the date on which:

### the Company ceases to provide services under:

#### the Engineering Delivery Partner agreement made between [the Company] and the Authority (the "Agreement"); or

#### the tasking order entered into between [the Company] and the Authority pursuant to which you will provide the Services to the Authority on behalf of [Company] (the "Tasking Order"); and

### the Agreement or the Tasking Order expires or is terminated,

### (the "Placement Period").

## We will notify you as soon as reasonably practicable of the date on which the Placement Period will end.

# your Status

## During the Placement Period:

### you will remain the Company's employee;

### your employment contract with the Company will remain in full force and effect;

### you will continue to be subject to the Company's rules, policies and procedures (including in relation to grievances and disciplinaries); and

### your entitlement to remuneration and benefits will remain the same and continue to be provided by the Company.

# DUTIES

## During the Placement Period you agree to not, without the prior written approval of the Authority, enter into any contract or arrangement, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Authority or bind the Authority in any way;

## During the Placement Period, you agree to:

### provide the Services to the Authority during your normal working hours, as set out in your employment contract (subject to any restriction or variation required by the Authority having regard to its normal office hours and service requirements and save when absent by reason of incapacity or leave entitlement in accordance with your employment contract or the Company's other applicable policies);

### faithfully and diligently perform the Services with all reasonable and appropriate care and skill (having regard to the role you are to discharge in performing the Services) and exercise such powers as may from time to time be reasonably required by the Authority;

### act in accordance with all reasonable instructions of, and comply with all lawful directions given by, the Authority;

### comply with all applicable policies and procedures of the Authority, to the extent that copies of the same have been provided to you prior to the commencement of your Placement, or such further or amended policies and procedures as are introduced by the Authority during the Placement Period and copies of which are provided to you; and

### comply with your obligations (express and implied) under your employment contract.

## If your Placement is terminated by the Authority because:

### in the reasonable opinion of the Authority, you have demonstrated a level of performance that is unsatisfactory in any material respect or prejudicial to the working relationship of the Authority with the Company or with any officer, employee, representative, agent, adviser or contractor of the Authority or with any member of the armed forces;

### you have acted in a manner which, in the reasonable opinion of the Authority, is materially damaging or potentially materially damaging to the Authority or which is likely to bring the Authority into disrepute;

### you are in breach of any:

#### laws, regulations, directives, statutes, subordinate legislation, common law and civil codes in the UK and any other jurisdiction relevant to the Services;

#### any judgements, orders, notices, instruments, decisions or awards of any court or competent authority or tribunal;

#### codes of practice having force of law;

#### statutory guidance and policy notes in the UK and any other relevant jurisdictions; or

#### policy of the Authority relating to a security matter;

### you have failed a drug or alcohol test;

### you have not complied with your obligations in relation to conflicts of interest under Paragraph 7 (*Conflicts of Interest*); or

### you have been rated by the Authority as "unsatisfactory" or "poor" pursuant to your performance review on 2 consecutive occasions,

### then you will not be employed by the Company in providing any services to the Authority for the remainder of the term of your employment with the Company.

# standards and GENERAL PRINCIPLES OF CONDUCT

## During the Placement Period, you agree to:

### observe the standards of work and behaviour and general conditions of conduct applicable to Civil Servants as laid down in the Civil Service Code and Departmental rules, [copies of which are available from [*insert name*][copies of which have been provided to you];

### observe the same rules and conditions as Civil Servants as regards the undertaking of political activities on a national or local basis ([copies of which are available from [*insert name*][copies of which have been provided to you]) and may in certain circumstances be barred from undertaking such activities;

### observe as regards outside activities, the following general principles applicable to Authority staff:

#### no member of staff may engage at any time in private activity during working hours which would in any way impair his or her usefulness as a public servant;

#### no member of staff may engage in any occupation which might in any way conflict with the interests of the Authority or be inconsistent with his or her position as a public servant. Special care should be taken when attending outside seminars and conferences as his or her status within the Authority may convey official endorsement of his or her views; and

#### no member of staff may communicate with the public or media, publish material or submit material with the intention or likelihood of publication or otherwise release material, in any medium, which is in any way connected with work undertaken by him or her in connection with the Authority; and

### prior to seeking or receiving legal advice relating to or in the course of your Placement, notify the Government Legal Service or the barrister, solicitor or law firm (as applicable) providing that advice that you are a Member of the Personnel under the Agreement.

## It is a condition of the Placement that you will not engage in any activity, occupation or undertaking as detailed in Paragraph 4.1.3 without first obtaining the written consent of the Authority.

# Leave, sickness or other absence

## During the Placement Period, you will continue to be entitled to annual leave, public holidays, sick leave and other absence (including compassionate, maternity, and paternity or adoption leave) applicable to your employment with the Company and in accordance with your employment contract, and shall remain subject to the Company's approval and notification policies and procedures.

# Confidentiality

## During the Placement Period, you will continue to observe the duty of confidentiality you owe to the Company and you will observe the duty of confidentiality and the rules relating to conflicts of interest as set out in the Authority's Departmental rules and Paragraph 7 (*Conflicts of Interest*)below.

## Save in so far as such information is already in the public domain and save in the proper performance of your duties during the Placement Period, you agree not at any time for whatever reason, whether directly or indirectly, to:

### use for your own or another's advantage; or

### reveal (except to the extent required for you to perform the Services) to any person, firm, company or organisation (including the Company and its officers, employees, agents or any other third party) (and shall use all reasonable endeavours to prevent the unauthorised use or disclosure of), any Confidential Information, which you may create, receive, obtain or develop during the Placement Period without the prior written approval of the Authority. All such Confidential Information shall remain the property of the Authority; or

### make any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information or make a copy of any such record relating to the Authority or use such records (or allow them to be used) other than as required in the course of performing the Services or otherwise for the benefit of the Authority. All such records (and any copies of them) shall be the property of the Authority. You shall hand them over to [*insert name of appropriate individual at the Authority*]at the request of the Authority at any time during the Placement Period.

## For the purposes of Paragraph 6.2:

### "Confidential Information" means all and any information, whether or not recorded, relating to the business, products, affairs and finances of the Authority or of any Related Entity of the Authority which you (or, where the context so requires, another person) have obtained by virtue of your Placement and which the Authority or any Related Entity of the Authority regards as confidential or in respect of which the Authority or any Related Entity of the Authority is bound by an obligation of confidence to any third party (including but not limited to suppliers, clients, customers, agents, distributors, shareholders or management), including, without limitation: technical data and know-how; all and any information relating to business methods, plans, future strategy and finances; all and any information relating to research or development projects or both; all and any information concerning the curriculum vitae, remuneration details, work-related experience, attributes and other personal information concerning those employed or engaged by the Authority or any Related Entity of the Authority; all and any information relating to lists and details of suppliers and prospective suppliers including their identities, business requirements and contractual negotiations and arrangements with the Authority or any Related Entity of the Authority; all and any trade secrets, secret formulae, processes, inventions, design, know-how, technical specification and other technical information in relation to the creation, production or supply of any past, present or future product or service of the Authority or any Related Entity of the Authority, including all and any information relating to the working of any product, process, invention, improvement or development carried on or used by the Authority or any Related Entity of the Authority and information concerning the intellectual property portfolio and strategy of the Authority or of any Related Entity of the Authority, but excluding any information which is part of your own stock in trade; is readily ascertainable to persons not connected with the Authority or any Related Entity of the Authority without significant expenditure of labour, skill or money; or which becomes available to the public generally other than by reason of a breach by you of your obligations under this letter.

## For the purposes of Paragraphs 6.3, 12 and 13, "Related Entity" means in relation to:

### the Authority, any subsidiary or subsidiary undertaking (as those terms are defined by Sections 1159 and 1162 of the Companies Act 2006 as amended or re-enacted from time to time) of the Authority and any department, office, body or agency of the UK Government or the Crown; and

### in relation to the Company, any undertaking that is a group undertaking of that body corporate.

## Upon the termination (howsoever arising) or expiry of your Placement, you shall:

### deliver up to the Authority any documents, samples, specifications, plans, drawings, software, hardware, records (as referred to in Paragraph 6.2.3 above) or any other property of any nature (or any copies of any of them) whether tangible or intangible which belong to the Authority or otherwise relate to the business or affairs of the Authority and which is in your possession, custody, care or control;

### irretrievably delete any information (other than on an Authority laptop) relating to the business or the affairs of the Authority stored in any medium or media which is within your possession, custody, care or control having first transferred a copy of that information to the Authority; and

### confirm in writing and produce such evidence as is reasonably required by the Authority to prove compliance with the obligations contained in this Paragraph.

## The restrictions in this Paragraph 6 will not apply to any disclosure [authorised by [*insert role and name of applicable individual*] the Authority or] required by applicable law, or to prevent you making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

# conflicts of interest

## Where you consider that your work for the Authority could give rise to an actual or potential conflict of interest between your duties for the Authority and for the Company, you will immediately bring this to the attention of the Authority and the Company and withdraw from any further discussion or work relating to the project at issue.

## The Authority does not object to you holding private investments. If, however, a shareholding raises a question of a possible conflict with your Placement to the Authority, you must consult with the Company, who will consult with the Authority about you acquiring or retaining such shareholding.

# OFFICIAL SECRETS ACTS

## You will sign a statement that you understand the Official Secrets Act 1911 - 1989 will apply to you both during the Placement Period and following its termination (howsoever arising) or expiry.

# sECURITY

## You will, at all times both during the Placement Period and following its termination or expiry, comply with:

### all relevant applicable laws in respect of security; and

### all decisions, requirements, regulations, orders, instructions, directions or rules of the Authority relating to security including any modification, extension or replacement thereof in force.

# INTELLECTUAL PROPERTY

## Subject to the terms of the Agreement (and any terms governing the ownership and licensing of intellectual property agreed pursuant thereto) the Authority shall be the legal and beneficial owner of all IPR created by you in the course of you providing the Services.

## To the extent that any IPR that are to be owned by the Authority pursuant to Paragraph 10.1 does not vest automatically in the Authority, you shall hold such IPR on trust for the Authority, and shall immediately upon request by the Company assign all such IPR to the Authority or its nominee (as legal and beneficial owner) with Full Title Guarantee to the fullest extent permitted by applicable law.

## You hereby irrevocably and unconditionally waive all moral rights under the Copyright, Designs and Patents Act 1988 and any analogous or similar rights in any other jurisdiction that you may have in any existing or future works prepared in connection with performing the Services.

## You shall at the Company's reasonable cost and expense promptly execute all documents and do all acts as may, in the reasonable opinion of the Company, be necessary to give effect to the terms of this Paragraph 10.

## Where any IPR arise outside the course of your work for the Authority you must comply with all and any obligations of confidence to the Authority or obligations under the Official Secrets Act 1989.

## For the purposes of this Paragraph 10:

### "IPR" means all trademarks, logos, get-up, trade and business names, domain names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semi-conductor topography rights, inventions (whether patentable or not), know-how, moral rights, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable the right to apply for registration and any and all applications for registration and any renewals or extensions of any of the foregoing rights; and

### "Full Title Guarantee" means with the benefit of the implied covenants set out in Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 when a disposition is expressed to be made with full title guarantee.

# DATA PROTECTION

## You hereby consent to the Authority processing data relating to you for legal, administrative and management purposes and in particular to the processing of any:

### "sensitive personal data" (as defined in the Data Protection Legislation) relating to you including, as appropriate:

#### information about your health (including mental health) or condition in order to monitor sickness absence;

#### your racial or ethnic origin; political opinions; religious, philosophical or similar beliefs. (on an anonymised and aggregated basis unless otherwise required by Applicable Law) in order to monitor compliance with the equal opportunities legislation; and

#### information relating to any criminal proceedings in which you have, or are alleged to have, been involved; and any criminal convictions and offences or related security measures, for insurance purposes and to comply with legal requirements and obligations to third parties;

### from and including 25 May 2018, any of the special categories of personal data described in Article 9 of the General Data Protection Regulation (Regulation (EU) 2016/679) (the "Regulation") relating to the Individual including, as appropriate:

#### information about any of the Personnel's health in order to monitor sickness absence; and

#### any of the Personnel's racial or ethnic origin, political opinions, religious or philosophical beliefs (on an anonymised and aggregated basis unless otherwise required by Applicable Law) in order to monitor compliance with equal opportunities legislation; and

### from and including 25 May 2018, data relating to criminal convictions and offences or related security measures (as authorised by Applicable Laws providing for appropriate safeguards for the rights and freedoms of data subjects) in which any of the Personnel have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

## You hereby consent to the Authority making such information available to those who provide products or services to the Authority (such as advisers and insurers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of any business or assets of the Authority. The Authority shall make such information available on an anonymised and aggregated basis unless required otherwise by Applicable Law.

# Non‑Solicitation

## Between the Commencement Date and the last day of the Placement Period (such day being the "Relevant Date"), you covenant with the Authority (for the benefit of itself and any Related Entity of the Authority) that you shall not unless you have obtained the prior written consent of the Authority, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Authority any person:

### who is, and was, on the first date on which the attempt to solicit or entice away occurs (the "Solicitation Date"):

#### directly or indirectly employed or engaged by the Authority in a commercial, finance, procurement, programme and project management, or engineering capacity; or

#### whose departure from the Authority would be reasonably likely to have a material adverse effect on the Authority's operations; and

### with whom at any time during the placement prior to the Solicitation Date you had a material amount of contact; or

### in respect of whom you possessed a material amount of Commercially Confidential Information as at the Solicitation Date;

with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his or her contract of employment or engagement by reason of leaving).

## Between the Commencement Date and the expiration of the Relevant Date, you covenant with the Authority (for the benefit of itself and any Related Entity of the Authority) that you shall not unless you have obtained the prior written consent of the Authority, directly or indirectly solicit or entice away or endeavour to solicit or entice away or cause to be solicited or enticed away from the Authority any person:

### who is, and was, immediately prior to the Relevant Date:

#### directly or indirectly employed or engaged by the Authority in a commercial, finance, procurement, programme and project management, or engineering capacity at Role Profile Level Standard 3 or above; or

#### whose departure from the Authority would be reasonably likely to have a material adverse effect on the Authority's operations; and

### with whom at any time during the placement prior to the Relevant Date you had a material amount of contact; or

### in respect of whom you possessed a material amount of Commercially Confidential Information as at the Relevant Date,

with a view to inducing that person to leave such employment or engagement (whether or not such person would commit a breach of his or her contract of employment or engagement by reason of leaving).

## For the purposes of this Paragraph12, "Commercially Confidential Information" means all and any information concerning the curriculum vitae, remuneration details, work-related experience, attributes and other personal information concerning those employed or engaged by the Authority but excluding any information which becomes available to the public generally other than by reason of a breach by you of your obligations under this letter.

# POST PLACEMENT ARRANGEMENTs

Should you, at the end of the Placement Period or within [*insert appropriate period for the seniority of the person based on the table set out at Paragraph 1 (Applicable Post Engagement Duration) of* *Appendix 2 (Business Appointments) to Schedule G (COI Compliance Regime)*] of the Relevant Date, wish to enter into any arrangement whereby you would supply your services directly or indirectly to any person in return for remuneration other than under your employment with the Company or any of its Related Entities, you will be required to give the ADT Commercial Lead under the Agreement notice of such interest and obtain the ADT Commercial Lead's prior written approval to such employment.

# legal advice

 You will sign and comply with the requirements of a Privilege and Confidentiality Agreement in the form required by the Authority in order to protect the privilege and confidentiality of legal advice provided to the Authority that may be seen by you (or which you may otherwise become aware of) during your Placement.

# Survival

## You will continue to be bound by the obligations in Paragraphs 6 (*Confidentiality*), 10 (*Intellectual Property*), 12 (*Non-Solicitation*), 13 (*Post Placement Arrangements*) and 14 (*Legal Advice*) following the Relevant Date.

Please acknowledge your acceptance of and agreement to the terms and conditions of this letter by signing, dating and returning to us the enclosed duplicate of this letter no later than [*date*].

Yours sincerely

[*Name*]

For and on behalf of [*Company*]

**[SCHEDULE TO LETTER OF PLACEMENT**

**DESCRIPTION OF SERVICES]**

1. Privilege and COnfidentiality Agreement

**………………………….. 20[•]**

**SECRETARY OF STATE FOR DEFENCE**

and

**[**Name of Recipient**]**

|  |
| --- |
| **PRIVILEGE AND CONFIDENTIALITY AGREEMENT** |

**THIS AGREEMENT is dated                                                                                                     20[**YY**]**

**BETWEEN:**

1. **SECRETARY OF STATE FOR DEFENCE** ( the **"Disclosing Party"**); and
2. [Name of Recipient] (the **"Recipient"**).

**BACKGROUND**

1. On DD MM YYYY the Disclosing Party and xxxxxxxxxxx (the **"Contractor"**) entered into a contract in relation to the appointment of the Contractor as an Engineering Delivery Partner (the **"Agreement"**).
2. The Recipient is an employee of the [Contractor Name], being a Sub-contractor to the Contractor) engaged in performing the services required under the Agreement.
3. The Parties recognise that in undertaking these services in accordance with the provisions of the Agreement, there may be benefits in sharing the Disclosing Party's Legal Advice with the Recipient.
4. The Disclosing Party wishes to ensure that the Recipient maintains the confidentiality and legal privilege of the Disclosing Party's Legal Advice. The parties have agreed to comply with the following terms in connection with the use and disclosure of Legal Advice.

**AGREED TERMS**

1. Definitions and interpretation

The following definitions and rules of interpretation in this clause apply in this Contract:

**"Agreement"** has the meaning given in Recital A.

**"Contract"** means this Privilege and Confidentiality Agreement.

**"Legal Advice"** shall be information provided to the Disclosing Partywhich is either legal advice obtained from the Government Legal Service or legal advice taken from a barrister, solicitor or law firm instructed by the Government Legal Service on behalf of the Disclosing Party or by the Disclosing Party,which is marked as legally privileged or is clearly identifiable as having originated from the Government Legal Service or from the barrister, solicitor or law firm instructed by the Government Legal Service or by the Disclosing Party (in all cases however recorded or preserved), and disclosed or made available either directly or indirectly to the Recipient.

**"Purpose"** means to enable the Recipient to undertake the activities and services as required by the Agreement.

1. Obligations

On about the date of this Contract, the Disclosing Party shall pay to the Recipient £1 one pound in consideration of the performance by the Recipient of its obligations under this Contract.

The Recipient acknowledges and agrees that all Legal Advice is to be treated as legally privileged and that it will therefore handle that Legal Advice on the basis that the legal privilege belongs to the Disclosing Party and that the disclosure of Legal Advice by the Disclosing Party does not amount to a waiver of legal privilege.

The Recipient shall immediately return to the Disclosing Party any Legal Advice which the Recipient receives or in any way whatsoever obtains access to and which has not been made available to it directly by, or with the authorisation of, the Disclosing Party, or its employees, officers, representatives or advisers.

The Recipient shall not seek separate legal advice to challenge or review the Legal Advice.

The Recipient acknowledges that in the course of receiving Legal Advice the Recipient may have a potential or actual conflict of interest and agrees that if the Recipient becomes aware of a potential or actual conflict of interest in relation to the Legal Advice being given, the Recipient shall promptly notify the Disclosing Party of the potential or actual conflict of interest.

Without prejudice to any duties of confidentiality or restrictions on disclosure pursuant to the Agreement, including under Clause 80 (*Confidentiality*), Part XI (*Security*), Schedule G (*COI Compliance Regime*) or the Letter of Placement (as defined in the Agreement), the Recipient shall keep the Disclosing Party's Legal Advice confidential and, except with the prior written consent of the Disclosing Party, shall:

not use or exploit the Legal Advice in any way except for the Purpose; or

not disclose or make available the Legal Advice in whole or in part to any third party (including to the Contractor, or any sub-contractor, employee, agent or representative of the Contractor), except as expressly permitted by this agreement;

not copy, reduce to writing or otherwise record the Legal Advice except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party); and

not use, reproduce, transform, or store the Legal Advice in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of the usual place of its performance of services pursuant to the Contract.

The Recipient may disclose Legal Advice only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.

1. Return of information

At the request of the Disclosing Party, and in any event upon the cessation of the Recipient's provision of services under the Agreement, the Recipient shall promptly:

destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Legal Advice in its possession or control;

erase all of the Disclosing Party's Legal Advice from its computer systems; and

certify in writing to the Disclosing Party that it has complied with the requirements of this Paragraph 3.

1. Reservation of rights and acknowledgement

The Disclosing Party reserves all rights in its Legal Advice. No rights in respect of the Legal Advice are granted to the Recipient and no obligations are imposed on the Disclosing Party in respect of the Legal Advice, and nothing in this Contract shall be construed or implied as obliging the Disclosing Party to disclose any legal advice. The Recipient agrees and acknowledges that the Legal Advice shall be and remain for the exclusive benefit and in the exclusive interests of the Disclosing Party and the Government Legal Services and any other legal advisers to the Disclosing Party shall not owe any duty of care to and neither shall any duty of care be deemed to arise in favour of the Recipient by reason of such Legal Advice being disclosed or otherwise made available to the Recipient.

The Recipient acknowledges that, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Contract.

1. Term and termination

The obligations of each party to this Contract shall continue until six (6) years from the Recipient ceasing to perform services under the Agreement.

Termination of this Contract shall not affect any accrued rights or remedies to which the Disclosing Party is entitled.

1. Entire agreement and variation

This Contract (and the documents referred to in it) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties to this Contract relating to its subject matter. Each party to this Contract acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.

Nothing in this Paragraph 6 shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

No variation of this Contract shall be effective unless it is in writing and signed by each of the parties to this Contract (or their authorised representatives).

1. No waiver

Failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

1. Governing Law And Jurisdiction

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties to this Contract irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

Signed by ) …………………………………..
for and on behalf of the **DISCLOSING** )
**PARTY**  )

Signed by ) …………………………………..
the **RECIPIENT**  )