

# **Defence Standard 05-129**

Issue 5 Date: 30 June 2013

# Contractors on Deployed Operations (CONDO)

**Processes and Requirements** 

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#### **Foreword**

#### **AMENDMENT RECORD**

Amd No	Date	Text Affected	Signature and Date

#### **REVISION NOTE**

This standard is raised to Issue 5 to update its content.

#### HISTORICAL RECORD

This standard supersedes the following:

Defence Standard 05-129 Issue 4 dated 12 March 2010.

Defence Standard 05-129 Issue 3 dated 01 May 2008.

Defence Standard 05-129 Issue 2 dated 30 June 2007.

Defence Standard 05-129 Issue 1 (Interim) dated 20 January 2006.

- a) This standard provides requirements which must be met by Contractors Deployed in support of Operations (CSO) for the Ministry of Defence (MOD) under contracts containing the Defence Contract Condition (DEFCON) 697 or similar contract terms.
- **b)** This standard has been produced on behalf of the MOD by the DEFSTAN 05-129 Working Group jointly chaired by Assistant Chief of the Defence Staff (Logistics Operations) (ACDS (Log Ops) and ADS).
- c) This standard has been agreed by the authorities concerned with its use and is intended to be used whenever relevant in all future designs, contracts orders etc requiring the presence of the contractor or their personnel in an Operations Area (OA)<sup>1</sup> or an area designated by the PJHQ which may include a PJOB and whenever practicable by amendment to those contracts already in existence. If any difficulty arises which prevents application of the Defence Standard, DStan shall be informed so that a remedy may be sought.
- **d)** Please address any enquiries regarding this standard, whether in relation to an invitation to tender or to a contract in which it is incorporated, to the responsible technical or supervising authority named in the invitation to tender or contract.
- **e)** Compliance with this standard shall not in itself relieve any person from any legal obligations imposed upon them.
- f) This standard has been devised solely for the use of the MOD and its contractors in the execution of contracts for the MOD. To the extent permitted by law, the MOD hereby excludes all liability whatsoever and howsoever arising (including, but without limitation, liability resulting from negligence) for any loss or damage however caused when the standard is used for any other purpose.

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<sup>&</sup>lt;sup>1</sup> Includes Joint and Single Service Operational Areas.

#### 0 Introduction

- **0.1** The use of Contractors on Deployed Operations (CONDO) in support of the MOD is a concept of utilising contractors during operations and exercises to support and augment the capability of UK's Armed Forces as part of the civilian component of the military force. CONDO Deployments may include support to standing commitments and both intervention and stabilisation operations<sup>2</sup>. The SDSR defined these as follows:
  - a. Standing Commitments are permanent operations essential to UK security or to support key British interests around the world.
  - b. Intervention Operations are short-term, high-impact military deployments, such as the UK deployment to Sierra Leone in 2000.
  - c. Stabilisation Operations are longer-term, mainly land-based operations to stabilise and resolve conflict situations primarily in support of reconstruction and development and normally in partnership with others, such as the UK's continuing contribution to coalition operations in Afghanistan.

As part of the development of the Whole Force Concept (WFC), logistic support to operations embraces the principles of Total Support Force (TSF) which may encompass embedding contractors on operations within an integrated and sustainable military/contractor force in which the characteristics and strengths of each are optimised to meet specific operational requirements and conditions. CONDO provides critical capabilities across a wide sphere of operational environments. The WFC concept recognises that there should be a Joint Support Force which combines military and MOD civilian support elements with all MOD contractors into an integrated UK Force Element. In line with the policy for CONDO outlined in JSP 567, the guiding principles to be followed in the development of CONDO are:

- 1. **Assured Service**. This is a two way process. The Project Team Leader (P(T)L) through the contractor must provide an assured service for the military commander using CONDO in circumstances that do not engender unacceptable military risk<sup>3</sup>. Equally, the MOD must meet its contractual obligations to the Contractor.
- 2. **Value for Defence**. In providing CONDO capabilities, it is accepted that it should be an attractive business proposition for the Contractor with the opportunity for a fair reward, whilst demonstrating value for money for the MOD.
- 3. **Safe/Secured**. The operational circumstances within which CONDO capabilities are delivered to the MOD must be as safe and secure as reasonably possible for the workforce.
- 4. **Integration**. As part of the TSF, integration between the MOD and Industry into existing military structures needs to be maximised to achieve synergy and thereby to achieve efficiencies that contribute to economy of effort.

"Assured support for the operational commander that is integrated in to the command and control structure of the force"

<sup>&</sup>lt;sup>2</sup> SDSR Part 2 Defence, Page 18.

<sup>&</sup>lt;sup>3</sup> Risk in this instance refers to the operational risk faced by the local military commander in achieving the mission and may be delegated to the appropriate level by the chain of command provided an auditable trail is recorded.

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- **0.2** The effect of the above principles will assist in ensuring that the service is assured to the Deployed force while providing the contractor with an economically attractive arrangement. The use of CONDO support is widely applicable in the operational environment. Examples of CONDO support include contracts to provide End to End (E2E) and Through Life Capability Management (TLCM) as well as Urgent Operational Requirements (UOR) and direct support to operational capability, including equipment support by the Original Equipment Manufacturer, Integrated Logistic Support and Post Design Services or Contractor Logistic Support (CLS) agreements and service support contracts. CONDO is also widely used to support enabling functions. These could include areas such as:
  - a. Logistics.
  - b. The Defence Support Chain.
  - c. Operational Infrastructure.
  - d. Defence Communications.
  - e. Defence Medical Services.
- **0.3** The aim of DEFCON 697 is to set out those additional contractual requirements in circumstances requiring the presence of the Contractor, the Contractor's Employees or his Subcontractor's Employees in an Operational Area (OA) or an area or PJOB designated by PJHQ. The purpose of Defence Standard 05-129 is to set out standardised processes essential to the efficient operation of Contractors Deployed in support of the Armed Forces. This Defence Standard should be read in conjunction with JSP 567 (Contractor Support to Operations Policy).
- **0.4** Industry will be appraised of the operating environment and will be provided with as much warning as possible of the MOD requirements. Industry should be involved in the planning process as early as practicable. Due to the unpredictable nature of military operations, DEFCON 697 and Defence Standard 05-129 are not able to cover every issue that might arise whilst undertaking and supporting Deployed operations. Therefore, the Contractor and MOD will both need to be flexible and pragmatic in agreeing methods of operating together. In-Theatre processes will be the responsibility of the Local Military Commander<sup>4</sup>. The processes outlined in this standard aim to provide a basis for the mitigation of perceived risks for situations and operating environments.

Examples of the Local Military Commander are: Commander Joint Force Support (Afr

<sup>&</sup>lt;sup>4</sup> Examples of the Local Military Commander are: Commander Joint Force Support (Afghanistan) or the CO of HMS when Deployed.

# Contractors on Deployed Operations (CONDO) - Processes and Requirements

#### 1 Scope

- **1.1** CONDO is a set of enabling functions, processes, requirements and assurance checks in support of an effect for which Defence has deemed it appropriate to contract. The nature of the effect contracted for and the supporting elements of contract management are beyond the scope of this standard. CONDO is focussed upon the enablement and appropriate generation of a Deployed capability to meet a specified task.
- **1.2** CONDO policy applies globally to all Contractors, including all Subcontractors in support of the MOD on Operations outside of the UK in an Operational Area (OA) or an area or PJOB designated by PJHQ. In line with current commercial policy, DEFCON 697 will be applied to all contractors who Deploy into an OA or an area or PJOB designated by the PJHQ. It should be noted that it may not be appropriate or possible to impose the full requirements of DEFCON 697 on suppliers indigenous to an OA or an area or PJOB designated by PJHQ. In such circumstances narrative clauses governing indigenous contractors and their employees should be drafted in conjunction with commercial and legal advice and agreed with the Contractor.
- 1.3 CONDO Deployments may be pre-planned to meet both routine and surge requirements or may be ad-hoc responses to UORs. UK Nationals (UKN) or Third Country Nationals (TCNs) may Deploy, from the UK or from an alternative location. Additionally, there may be other Contractors and Subcontractors who Deploy direct from within the region. In principle, the processes outlined in this standard will be used for all types of Deployments irrespective of whether CONDO Personnel Deploy from the UK or abroad. This will also include Surge and UOR Deployments. In the event that a Requirement Sponsor has a Surge or UOR these should in the first instance be discussed with the PJHQ for Joint Operations and the relevant Commands for Single Service Operations in order that the appropriate priority may be afforded to the Deployment.
- **1.4** There may, on occasion, be no need to relocate geographically CONDO personnel in order to Deploy resources for a CONDO task or contract. Therefore, whenever referenced in this standard, the term 'Deploy' is used for all CONDO Personnel delivering contracted effects and includes the term 'operate' which may be used by the MOD to refer to those CONDO personnel who are already located within a country to which MOD assets are Deployed. Whichever is the case, the relevant approvals processes apply and must be completed in accordance with this standard.
- **1.5** The following MOD staffs have responsibilities for CONDO policy, processes and requirements consistent with JSP 567:
  - a. ACDS (Log Ops), Head of Defence Logistics Policy (Hd Def Log Pol) has responsibility for CONDO policy, its future development and the linkage of CONDO policy to the development of the Whole Force Concept (WSF). The lead desk for CONDO policy development is Def Log Pol, SO1 Force Policy.
  - b. PJHQ, Assistant Chief of Staff (ACOS) J1/J4 Personnel and Logistics has responsibility for developing internal CONDO joint operating processes and procedures in consultation with ACDS (Log Ops) and Commands. Where appropriate, this responsibility may be delegated to logistic staffs within the Joint Force Logistic Component (JFLogC) or the National Component Headquarters.

- c. The DSCOM CONDO Mounting Cell (CMC) has the responsibility for developing internal CONDO operating processes and procedures for Joint Operations on behalf of PJHQ and in support of Commands in employing their internal CONDO operating processes and procedures for single Service Deployments. The DSCOM CMC is responsible for the administration of all CONDO applications on behalf of the PJHQ and Commands (Cmds) and the archiving of all pertinent data. It will hold the most recent set of Operational Specific Information (OSI) produced and maintained by PJHQ for Joint Operations and Cmds for single Service Operations.
- **1.6** The following MOD staffs have responsibilities for CONDO procedures in the Deployed environment consistent with JSP 567:

Theatre Contractor Management Cell (TCMC). The requirement for coordination and management of contractors in the Deployed environment will be shaped by the nature and maturity of the Operation. The TCMC is then defined by the functions required to enable the effective management of contractors. These include but are not limited to:

- a) Personnel Tracking.
- b) Personnel Reporting.
- c) Movements/Flight Bookings within and out for the Deployment/Re-deployment where Authority transportation is provided.
- d) Information coordination and provision.
- e) Coordination for provision of services to entitled contractors.

There are three generic models of the TCMC that reflect the maturity and nature of the Deployed environment.

- 1) **Virtual manned from within the Authorising HQ and DSCOM CMC**. A virtual TCMC will be established for emergent operations and Deployments. During the initial phases of a Deployment control will be exercised by the Authorising HQ (PJHQ or relevant sS HQ) and DSCOM. Op ELLAMY is an example of where the Virtual TCMC model has been the appropriate management and coordination model.
- 2) **Distributed manned from across the Component Commander's Staff and deployed units**. Where the Deployment is to a location or OA or an area or PJOB designated by PJHQ for which there are multiple points of entry it is appropriate to adopt a distributed model with differing elements of the Deployed force accepting differing roles in the management of coordination of CONDO personnel. Op KIPION is an example of where the Distributed TCMC model through the Maritime Component Command staff in Bahrain has been the appropriate management and coordination model.
- 3) Physical Staff Cell within the OA. The establishment of a physical entity to provide the management and coordination of CONDO inside the OA or an area or PJOB designated by PJHQ will only be appropriate where there are very limited points of entry and the volume of contractors Deployed is sufficient to justify the resource required to be invested in the creation of such a cell. Op HERRICK is an example of where the Physical TCMC model has been the appropriate management and coordination model. The TCMC may form part of a Contractor Capability Coordination (CCC) organisation to oversee the wider contract monitoring and coordination in an Operational Theatre.

- 1.7 In terms of the contract landscape, the relationship between MOD and Industry (Contractor) is governed by the Contract. In setting the requirement, placing and managing the Contract document, and ensuring the requirement is delivered by Industry (Contractor) in accordance with the Contract, the roles described below are key to understand where responsibilities lie within the MOD and Industry (Contractor). These should be read in conjunction with any relevant definitions set out in Section 4:
  - a) **Requirement Sponsor**. The Requirement Sponsor (RS) is normally found within the capability areas of a TLB. The RS defines what outputs are required from a Contract to fill a capability gap.
  - b) **Project (Team) Leader**. The Project (Team) Leader (P(T)L) is responsible for ensuring the requirement is delivered within the performance, time and cost constraints approved in the business case and in accordance with the contract. This includes ensuring both MOD and Industry meet their obligations under the Contract. P(T)Ls will normally be found in any TLB<sup>5</sup> or Crown Agency that has a requirement for a contractual output to be delivered in an OA.
  - c) Commercial Manager (CM). The Commercial Manager (CM) is the Commercial Officer who is the only person with the authority to commit the Department contractually. The CM is responsible for making contractual agreements with Industry which meet business case requirements and for managing the Contract document. This includes agreeing changes to the Contract deliverables or its other terms and conditions. The CM is usually found within the relevant Project Team but may be located in the UK or in the CONDO designated area.
  - d) **Project CONDO Manager (PCM)**. Each PT will need to appoint a Project CONDO Manager who is responsible to the P(T)L for enabling the CONDO aspects of the task. This is the primary point of contact for the Contractor and MOD internal parties in ensuring all of the requirements of this standard and DEFCON 697 are met. All communications on the CONDO process from the Contractor to the Authority (and vice versa) should be routed through the PCM. The PCM is to agree the appointment of the DOR (see below) with the PJHQ and Theatre HQ and, together with the DOR, monitor the Contractor's compliance with the Contract. Where the Contractor is non-compliant with CONDO policy the PCM must refer the matter back to the P(T)L and CM responsible for managing the Contract.
  - e) **Designated Officer's Representative (DOR)**. The Designated Officer's Representative provides the Deployed CONDO interface between the MOD and contractors on behalf of the P(T)L. The DOR is responsible for monitoring Contractor performance and ensuring the requirement is being delivered in accordance with the Contract both to the P(T)L and the Local Military Commander (LMC). Where problems are identified which cannot be resolved immediately, the DOR must report them to the P(T)L via the PCM in order that they can be addressed with the Contractor. Where appropriate, the MOD's contractual rights and remedies will be invoked by the Commercial Manager. The DOR is also responsible for ensuring MOD contractual commitments to Deployed CONDO personnel are fulfilled.
  - f) **Contractor's CONDO Management.** The Contractor is responsible for appointing a Contractor's CONDO Manager (CCM) to manage their contracted capability and supply-chain including all subcontractors as a single complement of the Prime Contractor with the PCM. When contractors have Deployed, they will also be required to nominate a Contractor's Deployed CONDO Manager (CDCM) to liaise and report to the MOD's DOR.

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<sup>&</sup>lt;sup>5</sup> NCHQ, Army HQ, Air Comd, JFC, DE&S, DIO, MoD HO&CS, DSTL, DSG

**1.8** The generic construct of the contractual landscape is shown in Fig. 1.1 below.

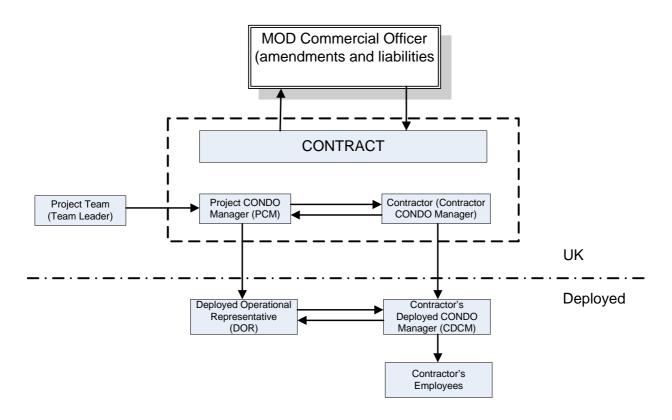


Fig 1.1 Contractual Landscape affecting CONDO Deployments.

#### 2 Warning

The MOD, like its contractors, is subject to both United Kingdom and European laws regarding Health and Safety at Work. Many Defence Standards set out processes and procedures that could be injurious to health if adequate precautions are not taken. Adherence to those processes and procedures in no way absolves users from complying with legal requirements relating to Health and Safety at Work.

#### 3 Normative References

**3.1** The publications shown below are referred to in the text of this standard. Publications are grouped and listed in alpha-numeric order.

Note: Def Stan's can be downloaded free of charge from the DStan web site by visiting <a href="http://www.dstan.dii.r.mil.uk">http://www.dstan.dii.r.mil.uk</a> for those with RLI access or <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> for all other users. All referenced standards were correct at the time of publication of this standard (see 3.2, 3.3 & 3.4 below for further guidance), if you are having difficulty obtaining any referenced standard please contact the DStan Helpdesk in the first instance.

Armed Forces Act 2006
DEFCONs 661 and 661(A)
DEFCON 697
Joint Service Publication (JSP) 567
Joint Service Publication (JSP) 822

War Risk Indemnity Alternative Version
Contractors on Deployed Operations
Contractor Support to Operations
Governance and Management of Defence
Individual Training and Education

- **3.2** Reference in this standard to any normative references means in any Invitation to Tender (ITT) or contract; the edition and all amendments current at the date of such tender or contract unless a specific edition is indicated. For some standards the most recent editions shall always apply due to safety and regulatory requirements<sup>6</sup>.
- **3.3** In consideration of clause 3.2 above, users shall be fully aware of the issue, amendment status and application of all normative references, particularly when forming part of an Invitation to Tender or contract. Responsibility for the correct application of standards rests with users.
- **3.4** DStan can advise regarding where to obtain normative referenced documents. Requests for such information can be made to the DStan Helpdesk. Details of how to contact the helpdesk are shown on the outside rear cover of Defence Standards.

#### 4 Definitions

The following definitions, and those contained within DEFCON 697 apply throughout this standard:

- a. **Active and Non-Active Service**. A Force on active service is one engaged in an action or operation against an enemy, or engaged elsewhere outside the British Islands in operations for the protection of life or property, or is in military occupation of a foreign country or territory. In relation to a person, it means that he or she is serving in or with a Force which is on active service.
- b. **Arms**. Arms mean any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the contract.
- c. **Authority**. The Authority is the Secretary of State for Defence or his authorised representative.
- d. **Authority to Deploy (ATD)**. Authority to Deploy means the Authority's formal written authority for a contractor to Deploy<sup>7</sup>.
- e. **Commercial Manager (CM)**. The Commercial Manager is the Commercial Officer who is the only person with the authority to commit the Department contractually.
- f. **Project CONDO Manager (PCM)**. The PCM is the person with the responsibility for the enablement of the Contract through ensuring that the process and procedures relating to the CONDO process are completed pre, during and post deployment.
- g. **CONDO**. CONDO means Contractors on Deployed Operations, being contractors providing Articles or Services or both outside the British Isles within an OA or an area or PJOB designated by PJHQ, as CONDO applicable, as part of the civilian component supporting UK Armed Forces.
- h. **Contractor**. The Contractor means the company or organisation which is contracted to supply resources and/or perform services for Defence through the mechanisms of Contractor Support to Operations (CSO).
- i. **Contractor CONDO Manager**. The CCM is the person appointed by the Contractor with the responsibility for the management of the CONDO task ensuring that the process and procedures relating to the CONDO process are completed pre, during and post deployment.

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<sup>&</sup>lt;sup>6</sup> Examples of these are Flight Order AvP 67 and Statutory Instruments (SI's).

<sup>&</sup>lt;sup>7</sup> This is an essential element of complying with the Geneva Convention 3 Article 3(A) (civilians supporting a military force) in addition to the various Status of Forces Agreements (SOFA), Memorandums of Understanding (MOUs) or Technical Agreements (TAs).

- j. **Contractor's Deployed CONDO Manager.** The Contractor's Deployed CONDO Manager (CDCM) is the Deployed representative of the Contractor and acts on the CCM's behalf for the management of the CONDO task.
- k. **Contractor Employees**. Through the mechanism of CSO, contractors' employees are described as either Sponsored Reserves (SR), CONDO or Private Security Companies (PSC). They are the employees of the Contractor, being UK Nationals, Third Country Nationals (TCNs) or Locally Recruited Workers (LRWs), who are employed and may be Deployed in connection with the performance of the contract.
- I. **CONDO Personnel**. CONDO Personnel means Contractor's Employees (above), Subcontractor's Employees and, where applicable, LRWs on Deployed operations, being providers of articles or services outside the UK as part of the civilian component supporting UK Armed Forces.
- m. **Contractor Support to Operations (CSO)**. This refers to all support provided to UK military operations by non-regular forces. It includes Sponsored Reserves (SR), Contractors on Deployed Operations (CONDO) and PSC.
  - **i. Deploy**. Deploy means any act of bringing CONDO and the Contractor, Contractor's Employees, its Subcontractor and the Subcontractor's Employees under the administration and control of the Authority and "Deployed" shall be construed accordingly. This could be either:
  - ii. Upon entering or within a Government Establishment.
  - iii. Upon Entering or within an Expected Work Location.
  - iv. At the nominate entry point (which can include transit routes).
  - **v.** Upon reporting to the PCM or his representative in an OA or an area or PJOB designated by the PJHQ.
- n. **Deployment**. Deployment means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within an OA or an area or PJOB designated by the PJHQ, and/or a location identified in CONDO Form 1 / 2 issued in accordance with this standard, their presence within the location and their subsequent recovery or redeployment.
- o. **AFA06 Designating Officer (DO)**. The AFA06 Designating Officer is the person authorised by the Defence Council to designate civilians as subject to Service discipline under the Schedule 15(7) of the Armed Forces Act 2006 (AFA06).
- p. **Designating Officer's Representative (DOR)**<sup>8</sup>. The Designating Officer's Representative is the Deployed representative of the Project Team and acts on the behalf of the P(T)L for the supervision of the MOD contract. This may also be referred to as the Deployed Sponsor (DS) or In-Theatre Sponsor (ITS).
- q. **Expected Work Location**. Expected Work Location means the location in the OA or an area or PJOB designated by the PJHQ or elsewhere on Deployment specified in the contract.

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<sup>&</sup>lt;sup>8</sup> Who may also be known as the In Theatre Sponsor

- r. **Expected Modes of Transport**. Expected Modes of Transport means the modes of transport to be used which may or may not be within an OA or an area or PJOB designated by PJHQ for the transportation of the Contractor, the Contractor's Employees, its Subcontractors, the Subcontractor's Employees and LRWs specified in the Contract.
- s. Local Military Commander (LMC). LMC means the senior UK military person within a specific geographical area who is responsible for Operations, discipline, security and administration of that area and is the Representative of the Authority as defined in DEFCON 501. In a Maritime context the LMC could be the Maritime Component Commander (MCC), Task Group Commander or ship's Commanding Officer. In such circumstances it is most likely to be the ship's CO.
- t. **Locally Recruited Workers (LRW)**. These are workers who are engaged either by a Contractor or Subcontractor and who normally reside in the country or countries in which the contracted Services are being performed.
- u. **Operations Area (OA)**. OA means an area of land, sea or airspace outside the British Isles but normally excluding Germany and PJOBs unless defined by the Authority, in which a UK operational commander plans and conducts military Operations to accomplish a specific mission in a Joint Operations Area (JOA) or a Single Service led Operations Area (SSOA).
- v. **Operations**. Operations means any military action or the carrying out of any strategic, operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvres needed to gain objectives of any battle or campaign.
- w. **Operational Specific Information (OSI)**. OSI is unclassified guidance for MOD and Industry relevant to the employment and Deployment of CONDO to specific OAs.
- x. **Permanent Joint Operating Base (PJOB)**<sup>9</sup>. A PJOB is a UK permanent base overseas used to support joint or single service Operations and Exercises.
- y. **Project CONDO Manager**. The PCM means the person(s) designated by the Project Team Leader (P(T)L) to act on their behalf in respect of the enablement of CONDO in support of the Contract. This will be an MOD individual within the appropriate Project who is designated to manage the CONDO aspects of the relevant contract.
- z. **Subcontract**. Subcontract means any subcontract entered into by the Contractor, or, where appropriate, by a Subcontractor, which requires a Subcontractor to Deploy in connection with the performance of the contract.
- aa. **Sub-Contractor**. Sub-Contractor means any contractor with a Subcontract at any level of contracting.
- bb. **Sub-Contractor's Employees**. Sub-Contractor's employees mean those employees of any sub-Contractor, being UK Nationals TCNs or LRWs, who are Employed and Deployed in connection with the performance of the Contract.
- cc. **Third Country National (TCN)**. A TCN means an individual who is not a UK National and does not usually reside in the country or countries in which the contracted Services are being performed.
- dd. **Theatre**. Theatre means the same as the relevant OA, JOA, and SSOA.

<sup>9</sup> British Forces Cyprus in the Sovereign Base Areas (SBA), British Forces Gibraltar, British Indian Ocean Territories (Diego Garcia), British Forces South Atlantic Islands, Ascension Island

- ee. **Total Support Force (TSF)**. This is a concept that aims as part of the Whole Force Concept (WFC) to provide a framework that allows the UK to create a fully integrated support force that makes optimum use of support from the military, civil service and Industry to provide end-to-end support solutions.
- ff. **UK National (UKN)**. This is an individual who normally resides in the UK and is a UK citizen.

#### 5 Abbreviations

Abbreviation	Meaning	Defined in DEFCON 697
ACDS (Log Ops)	Assistant Chief of the Defence Staff (Logistics Operations)	
ADS	Aerospace Defence and Security	
AFA 06	Armed Forces Act 2006	
ATD	Authority to Deploy	Yes
BIS	The Dept for Business Innovations and Skills	
BPSS	Baseline Personnel Security Standard	
CBRN	Chemical Biological Radiological and Nuclear	
CDCM	Contractor's Deployed CONDO Manager	
CF	CONDO Form	
CJO	Commander Joint Operations	
CLS	Contractor Logistics Support	
CM	Commercial Manager	
CMC	CONDO Mounting Cell	
CODA	Civilian Operational Deployment Assessment	
CONDO	Contractors on Deployed Operations	Yes
CCM	Contractor CONDO Manager	
CSO	Contractor Support to Operations	
CSSD	Civilian Subject to Service Discipline	
CTC	Counter Terrorist Check	
Def Stan Defence Standard		
DEFCON Defence Condition		
DIDC	Defence ID Card	
DOB		
DOR  Designated Officers Representative (formerly known as In-Theatre Sponsor (ITS))		
DStan	UK Defence Standardisation	
DBS NSV	Defence Business Services – National Security Vetting (formerly Defence Vetting Agency)	
FCO	Foreign and Commonwealth Office	
FLC	Front Line Command, either: Navy Command Headquarters (Royal Navy), Army Headquarters Air Command (Royal Air Force)	
HQ	Headquarters	
ID Identity		
JCCC Joint Casualty and Compassionate Cell		
JOA Joint Operations Area		Yes
JPA Joint Personnel Administration		
JSP		
LEC Locally Employed Civilian(s)		
LMC Local Military Commander		Yes
LRW		
MOD	,	
MOU Memorandum of Understanding		
MSL The Manual of Service Law		
MWN	Medical Warning Notice	

Abbreviation	Meaning	Defined in DEFCON 697
OA	Yes	
OPLOC		
OSI		
PCM	Project CONDO Manager (supersedes Contract Sponsor)	
PJHQ	Permanent Joint Headquarters	
PJOB  Permanent Joint Operating Base  British Forces Gibraltar  Sovereign base Areas (SBA) in Cyprus  British Indian Ocean Territories (Diego Garcia)  Ascension Island  British Forces South Atlantic Islands		PJOB
PPE Personal Protective Equipment		
P(T)L Project Team Leader		
RSOI Reception Staging and Onward Integration		
SC Security Clearance		
SDA Service Discipline Act		
SoFA Status of Forces Agreement		
SSE Support Solutions Envelope		
SSOA Single Service Operations Area		Yes
SWG Sub Working Group		
TA Technical Agreement		
TCN Third Country National		Yes
TCMC Theatre Contractor Management Cell		
TSF	SF Total Support Force	
UKN	KN UK National	
UOR Urgent Operational Requirement		

#### 6 Pre-Deployment Requirements

#### 6.1 Deployment Policy.

- **6.1.1** To satisfy the Geneva Conventions, SOFAs, MOUs and TAs, and Armed Forces Act 2006 for the use of civilians accompanying the force an Authority to Deploy (ATD) is required from the Defence Council. All Contractors Personnel must have an ATD on Deployments and Operations to ensure that their Deployment is correctly recognised and recorded. It is also CONDO Policy to designate under the AFA 06 all UK and Third Country National CONDO Personnel as Civilians Subject to Service Discipline (CSSD). LRWs cannot be brought within the jurisdiction of the AFA 06. In addition to the ATD the employers of CONDO Personnel must provide information for the completion of a T-SL-DES01 (Civilian Subject to Service Discipline Form of Designation) on their employee's behalf.
- **6.1.2** Authority will be given for the Deployment of Contractors and Subcontractors based upon the justification of the requirement. The ATD process will be coordinated by the CMC (see Clause 6.4); this, combined with Theatre reporting, is to ensure a high level of visibility and control over the number of Contractors and CONDO Personnel Deployed at any time. The MOD contractually retains the right to veto the Deployment of any individual. The ATD is also required to ensure that PJHQ/Cmds and the Deployed HQs are aware of the number of Contractors and CONDO Personnel within the OA or an area or PJOB designated by PJHQ at any one time, that all of them can be properly prepared and briefed for Deployment as appropriate and that issues such as the application of the AFA 06, SOFA/MOU and the Geneva Conventions and their Protocols are covered. A Flowchart of the CONDO process prior to Deployment is at Appendix 1 to Annex A.

#### 6.2 CONDO Planning.

- **6.2.1** CONDO is a set of enabling functions, processes and assurance checks in support of an effect for which Defence has deemed it appropriate to apply a contracted solution. Critical to enabling this is the early engagement of the Contractor in scoping the task and analysing the requirements. Early engagement will also allow the contractor to be proactive and develop innovative solutions to meet specific capability, surge and availability requirements. The typical timeframe from the initial identification of a new task line to the first Deployment to deliver end effect is likely to be between 3 and 6 months.
- **6.2.2 Contingency Plans for CONDO Tasks**. In opting for a CONDO supported solution the P(T)L has a responsibility to maintain a contingency plan for the maintenance of delivery. The reasons for enacting the contingency plan may relate to either the Contractor refusing or withdrawing from the task in accordance with DEFCON 697, or the Authority withdrawing the Contractor or its employees' or Subcontractor or its employees Authority to Deploy in accordance with DEFCON 697. Contingency plans may be a simple matter of rapidly placing the task with another Contractor or seeking military capability to backfill the CONDO void. Clearly, sS HQ agreement must be sought by the P(T)L during the acquisition cycle should the contingency plan for failure be to revert to military delivery of capability.
- **6.2.3** Operational Specific Information (OSI). In order to assist the Contractor in planning and preparing for a potential operational Deployment, PJHQ (for Joint Operations) and the Commands (for single Service Operations) provide OSI which will be hosted on the DSCOM CMC web portal. OSI is to be refreshed on a regular basis to ensure that it is maintained as an authoritative source of pertinent information relating to any Deployment. Amendments to OSI will be notified by the DSCOM CMC to all relevant PCMs once published. The PCM is responsible for ensuring that the relevant and current OSI has been provided to their Contractors. The PCM, in liaison with PJHQ, is to address issues arising from this OSI with the Contractor before the CONDO Form 2 (Appendix 2 of Annex B) is submitted by the Contractor, through the PCM to the CMC. The information will vary between Operations and may include the following:
  - (a) Releasable threat information to provide the contractor with background information to assist the Contractor in undertaking their own risk assessment.
  - (b) Specific risks that MOD may wish to draw to the Contractor's attention.
  - (c) War Risk Indemnity under DEFCON 661 or DEFCON 661A.
  - (d) Information relating to the status of the Contractor, for example the existence of any Status of Forces Agreement (SOFA), Memorandum of Understanding (MOU) or Technical Agreement (TA).
  - (e) Information concerning the application of the AFA 06, Geneva Conventions and Protocols.
  - (f) Additional pre-Deployment training advice for a specific operation over and above those articulated in the MOD CONDO Training Guidance at Annex D. For maritime Deployments the contractor will be advised of the Category and the length of his deployment for DC&FC (written in full) and any additional PDT.
  - (g) A description of the OA or an area or PJOB designated by PJHQ including entry and exit points and nominated briefing centres and reporting points within it.
  - (h) The Deployment areas within the OA or an area or PJOB designated by the PJHQ and any special safety and clothing needs.
  - (i) Likely Deployment method and any restrictions on the use of non-military Deployment and in theatre transportation.

- (j) Force Protection (FP) measures and the requirement for and method of issue of protective clothing and equipment to be provided by PJHQ/Command.
- (k) Medical Warning Notice (MWN) including details of recommended immunisation.
- (I) Life support and welfare measures to be provided by the MOD as outlined in this standard and as agreed in the contract
- (m) Single Service issues which may affect the Deployment process.
- (n) Special passport and visa requirements.
- (o) Special instructions for the issue of identity cards by the MOD (Clause 6.4.3).
- (p) MOD in-Theatre awareness briefing details, venue and timings where known.
- (q) Any additional requirements for manpower recording and next of kin procedures.
- (r) Any special security clearance requirements (Clause 6.3.6).
- (s) Any information that may affect the Contractor in the performance of the Contract services.
- **6.2.4 Availability and Warning**. Contractors are not normally held at any degree of readiness or availability unless under specific contractual requirements. Experience has shown that where P(T)Ls have been proactive in engaging with their Contractors the timeframes for Deployment have been significantly more reactive and delivered with greater assurance to the Operational Commander receiving the support. P(T)Ls must therefore warn contractors of any likely requirements at the earliest possible opportunity as agreed with PJHQ/sS HQ.
- **6.2.5 Risk Assessment**. UK law requires that the employer (Contractor) conducts their own risk assessment for any task undertaken by their staff involving risk. The Health and Safety at Work Act 1974 where the Management of Health and Safety at Work Regulations 1999 states that:

"Employers must consider the risks to employees (including the risk of reasonably foreseeable violence); decide how significant these risks are; decide what to do to prevent or control the risks; and develop a clear management plan to achieve this."

The Contractor must undertake and maintain his own risk assessment for a CONDO Deployment to the Expected Work Locations and utilising the Expected Modes of Transport within the OA or an area or PJOB designated by PJHQ as specified in the contract. A risk assessment should also be conducted and maintained, for any re-Deployment of CONDO Personnel to a new location within the OA or an area or PJOB designated by PJHQ as specified in the contract that is not included in the original task and the contract. The information provided by PJHQ/Command at Clause 6.2.3 above is to provide the Contractor with background information only and is not provided to undertake the risk assessment. In sum, it is not to be used as a single source or authoritative source to negate the contractor's responsibilities for undertaking an assessment of the risks to its CONDO Personnel.

**6.2.6 Management of CONDO**. Although it is for the contractor to put in place the necessary management structures to ensure delivery of the contracted service, as a principle, MOD requires all contractors to manage their contracted capability and supply-chain including all subcontractors as a single complement of the Prime Contractor. When contractors have Deployed this will require a nominated deployed management presence to liaise and report to the DOR or LMC as appropriate.

- **6.2.7 Flow down and Dissemination of Information**. Critical to the assured service by the contractor is the flow-down and dissemination of MOD operational requirements and unilateral rights. The MOD requires, through DEFCON 697 and this standard, Prime Contractors to flow-down various contractual obligations, MOD processes and procedures and to disseminate information provided by the MOD to all subcontractors within the Prime Contractors supply-chain. This is to ensure compliance and coherence across the Total Support Force and, in particular, by contractor support to operations.
- **6.2.8 Contractors Due Diligence Process**. Further advice can be provided by ADS, the Defence Trade Association that has signed an MOU with MOD (ACDS Log Ops) to act as an intermediary on the contractors due diligence process for a CONDO Deployment.
- **6.2.9 Insurance and Indemnity**. The Contractor is responsible for the provision of appropriate insurance for his personnel and equipment. Where insurance cover cannot be obtained on the global insurance market at the relevant time, alternative arrangements may be considered by the MOD under DEFCON 661/661A. There may be circumstances where MOD may also agree that it is appropriate and value for money for the Contractor to take out additional insurances for risks specific to CONDO which are not covered by existing policies. In addition, insurers may levy additional premiums or apply increased excesses or deductibles on existing policies because of CONDO-specific risks. In such circumstances these additional costs may be recovered by the Contractor, provided it can be demonstrated they have been incurred solely in respect of a specific task agreed for CONDO purposes. The overriding principle is that Industry should be appropriately protected through its own insurance arrangements against CONDO risks.

#### 6.3 Authority to Deploy.

- **6.3.1** The ATD process is a two-step process. The first step is for the PCM to notify the Authorising HQ (PJHQ for Joint Operations and the relevant Command for single Service Operations) of the intention to Deploy contractors. The Second Phase is to seek authorisations for the Deployment of the CONDO Personnel once the Contractor has assured the Authority that they have met the requirements of this standard and DEFCON 697.
- **6.3.2** The Authorisation of the task is made by completion and submission of the CF 1 (Appendix 1 to Annex B) to the Authorising HQ via the CMC (at least 14 days prior to Deployment), as detailed in the process flowchart at Annex A. The Form is to be completed at parts 1 to 5 by the PCM. Part 5 of the CF1 requires the PCM to articulate, in consultation with the Commercial Manager and TCMC (where appropriate), the entitlements subsumed within the contract and indicate the associated funding provision. The pre-endorsed CF1 should be shared by the PCM with the Contractor to ensure accuracy and a common understanding of the Entitlements provision expressed in Part 5. The Authorising HQ will review the CF 1 and grant conditional ATD if satisfied that the task is essential. The ATD is conditional upon successful completion of all the pre-Deployment processes for each of the Contractors' Employees to be Deployed. The PCM and the Contractor will be notified whether ATD has been granted, or not, by the CMC. Where ATD is not granted the PL should seek further information, in the first instance from PJHQ/Command.
- **6.3.3** Once a conditional ATD is granted the PCM and Contractor are to ensure that all pre-Deployment processes are completed by all CONDO Personnel intending to Deploy; namely:
  - a) Risk Assessment.
  - b) Security Checks.
  - c) Pre-Deployment Training.
  - d) Medical and Dental Checks.
  - e) Designation as a Civilian Subject to Service Discipline.

- **6.3.4** On completion of the processes listed above the Contractor is to complete the CF 2, the Authorised Contractor CONDO Manager is required to sign-off on the CF2 that these requirements have been met. The PCM is to ensure that the number of CONDO Personnel Deploying does not exceed that authorised by the CF 1. The completed CF 2 is to be submitted by the PCM to the CMC at the same time as the CF 4/4A application for an MOD Contractor Defence ID Card (DIDC), (UK Nationals only) or Third Country National (TCN) Orange Travel Card and the AFA 06 Designation Form (T-SL-DES01). Where the CONDO Personnel are to Deploy utilising Authority air transport a F/Mov 562 should also be submitted to the CMC providing details of the ideal window of opportunity for Deployment flights.
- **6.3.5** Expected Work Locations (EWL) and Changing Work Locations. PCMs are to list the EWL on the CF1. In the event that the Contractor is required to carry out a new CONDO task at a new work location which is not an EWL, the DOR is to, advise the P(T)L and CM, and liaise promptly with the CCM for any potential change of location. Where appropriate the DOR is to provide a revised SOR/W in order that the Contractor may make a further risk assessment<sup>10</sup>. If the Contractor declines the CONDO task at the new location, the P(T)L is to implement the MOD contingency plan as outlined at Clause 6.2.2 above.
- **6.3.6 Training.** Training is an essential element of risk mitigation for the Contractor and the Authority. For the Authority, it ensures all CONDO Personnel on a Deployment in an OA or an area or PJOB designated by the PJHQ as specified in the contract understand the issues, threats, responses and collective actions (and force protection measures) expected to maintain the operational effectiveness in an OA. For the Contractor it is an essential element of personal and corporate risk management and mitigation both in terms of the physical and psychological awareness of the risks faced in a CONDO Deployment.
- **6.3.6.1** The MOD's aim is that all CONDO Personnel are adequately prepared by their employers for operational Deployments in line with the Training Competencies/Guidance articulated in this standard. The purpose is to prepare the individual to work safely and effectively on a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract and to contribute to the ongoing safe working environment during the Deployment. The training of CONDO Personnel is the employer's responsibility. The MOD has articulated the competencies for generic training for "a war" as opposed to "the war" or operation which should be achieved by the CONDO. The CONDO Training Competencies/Guidance are at Annex D.
- **6.3.6.2** The MOD will not endorse, supervise or oversee the delivery of training provided to CONDO Personnel. However, any Contractors, subcontractors or their employees who are found to be un-trained or poorly trained may have their ATD withdrawn or withheld. The level of training required to meet the training competencies will be determined by the contractor and will be dependent on the assessed risks and a number of factors including the nature and location of the operation, the duration of the task and the threat environment. The OSI may recommend additional training pertinent to a specific operation be undertaken. The Contractor will be advised through the PCM of any unique training recommendations pertinent to the particular Deployment. The Contractor may decide following their risk assessment to undertake additional training to meet the requirements of a particular Deployment and to mitigate specific risks.
- **6.3.6.3 Additional Information Sources**. Employers seeking further advice on training providers may approach AeroSpace, Defence, Security Association (ADS) (a Defence Industry Association) who can provide a list of 3rd party training providers that they accredit.

<sup>&</sup>lt;sup>10</sup> This may also include a requirement for revision of the relevant OSI

- **6.3.6.4 Refresh Rates for Training**. The MOD expects all military personnel Deploying to refresh their training or elements of their training annually. In line with the MOD expectations of its personnel, all CONDO Personnel are to undertake CONDO Competency refresher training on an annual basis. Contractors are to ensure that this refresher training is undertaken. The Contractor is to maintain detailed records of CONDO Personnel training and be able to provide to the MOD (on CF 2) confirmation of training undertaken by the individuals who are listed. Training and briefings are to be recorded on an individual's personal record which is to be maintained by the Contractor. The criteria for the refresh rate of CONDO training are:
  - a. For Contractors permanently Deployed in a geographical area for more than 2 years:
    - i. A complete CONDO IPDT package prior to Deployment and every two years, and
    - ii. A refresher training package at each intervening 12 month point.
  - b. For Contractors periodically Deployed in a designated Operational Area (OA):
    - i. A complete CONDO IPDT package prior to Deployment, and
    - ii. A refresher training package is to be completed on an annual basis.
- **6.3.7 Security Clearances General**. The expeditious security clearance of CONDO Personnel for a CONDO Deployment is critical to the Deployment process. Contractors are responsible for ensuring that their CONDO Personnel are security cleared to the appropriate level as detailed within the Contract. JSP 440 is the MOD authority for all security requirements and the PCM is to ensure that both they and the Contractor are cognisant of the specific requirements for any Deployment.
- **6.3.7.1 OSI**. Additional security requirements specific to designated areas (OA) may be detailed in the OSI or be specific to the task.
- **6.3.7.2 Vetting through DBS NSV**. Vetting at the DBS NSV<sup>11</sup> (formerly DVA<sup>12</sup>) may take up to 12 weeks so early identification of appropriate personnel is essential. BPSS<sup>13</sup> is completed, using a locally produced form in accordance with JSP 440, by the PCM for non-List X companies or by the List X Security Controller for List X companies. CTC or SC clearances can only be issued by DBS NSV. Requests for such clearances can only be made using the Cerberus NSV electronic form (e-Form). A Cerberus account will be set up by the PCM/List X Security Controller and a link emailed to the Contractor. From this link the Contractor is able to download the appropriate form, complete it securely, and submit it direct to Cerberus. No 'wet' signature is required. The system allows 63 days for completion of the e-Form otherwise the account is automatically cancelled.
- **6.3.7.3 UK National CONDO Personnel**. For UK National CONDO Personnel to receive the MOD DIDC (White card), CONDO Personnel must, as a minimum, be cleared to BPSS plus CTC or a full SC. Completion of the Cerberus e-Form is required before the DBR NSV can process applications.
- **6.3.7.4 Third Country National CONDO Personnel**. For Third Country National (TCN) CONDO Personnel, an Orange card is used to identify that a TCN is employed by the MOD and is transiting to a specific theatre only. The Orange card is to facilitate movement into theatre only and does not reflect any security vetting or clearances to, from or within theatre. TCN CONDO Personnel will be subject to further in-theatre screenings, before being issued with a local in-theatre pass. A full and

<sup>&</sup>lt;sup>11</sup> Defence Business Services National Security Vetting

<sup>&</sup>lt;sup>12</sup> Defence Vetting Agency

<sup>13</sup> Baseline Personal Security Standard

complete BPSS is to be carried out on TCNs before the CMC will issue a TCN Orange Card. No CTC is required for a TCN. The BPSS is aimed at ensuring the identity and within reason, the trustworthiness of the applicant. Where possible, documents submitted should be cross-referenced and checked.

- **6.3.7.5 CONDO Locally Recruited Workers (LRW)**. For LRWs a security screening is to be completed in conjunction with the DOR before individuals will be issued with a security pass and be allowed to work on military sites.
- **6.3.7.6 List X Companies**. List X companies are allowed to undertake a BPSS for their own employees. If there are any security concerns, the Contractor's Security Controller is required to liaise through the PCM with the DBS NSV.
- **6.3.7.7 Non-List X Companies**. Non-List X companies are to process requests for BPSS through the PCM who in turn may either use their own security staff to complete the check or forward the request to the DBS NSV who will process accordingly. Further guidance can be located in the latest security directive on the CMC website.
- **6.3.7.8 Risk Balance Case Requirements.** For short timescale CONDO tasks when it is apparent that the CTC/SC clearance applications will not be received or processed by the DVA prior to a Deployment, the Risk Balance Case (RBC) process is to be adopted. The RBC form is to be used only in exceptional circumstances in order to meet UORs, and allows UK National CONDO Personnel to be issued with the DIDC. The form is available from the CMC. Once completed by the PCM the form is to be forwarded to PJHQ J2 PSyA staffs for consideration. Applications will only be accepted by PJHQ J2 PSyA staffs where there are 10 working days remaining prior to the Deployment date and the Contractor concerned has submitted their e-Form to DBS NSV. Once approved, confirmation, including copies of clearances must be sent to PJHQ J2 PSyA staffs upon arrival. Further information is contained in the latest security directive located on the CMC website which can be obtained via the PCM.
- **6.3.7.9 Right of Veto.** The MOD retains the right to veto any CONDO Personnel Deployment for reasons of security and also has the right to require any CONDO Personnel to be removed from the OA or an area or PJOB designated by PJHQ as specified in the contract on security grounds. In the event of difficulties regarding security clearance it is the responsibility of the PCM to assist the Contractor with security procedures.
- **6.3.8 Medical Requirements General**. The operational environment can impose severe physical and mental strains on individuals. These include environmental effects (heat and dust, cold and wet, natural diseases, poor hygiene,) poor health & safety arrangements, and the possibility of hostile acts. All Contractors have a responsibility to set and enforce their own fitness standards and ensure that their personnel are medically and dentally fit (including any appropriate immunisations) in order to meet their contracted tasks whilst on Deployment. CONDO Personnel must know their blood group and, once Deployed, need to carry at all times identity tags with their name and blood group clearly marked. The MOD requires the Contractor to provide personnel who will not be a burden on the limited medical resources within the OA or an area or PJOB designated by PJHQ as specified in the contract.
- **6.3.8.1 Medical Warning Notices**. MWNs (where appropriate) are provided by PJHQ/Commands, through the CMC, for PCMs who are to pass them to Contractors for any operation; this will explain the conditions to be expected and the Force Health Protection measures to be followed. This may need to be revised for different theatres / operations and is to be read in conjunction with FCO guidelines for the specific area of Deployment. MWN will, where applicable, highlight the seasonal nature of health threats. CONDO Personnel should ensure that this is reflected in the medicines carried in line with Para 6.3.7.2. MWN issued by PJHQ or Commands may detail specific vaccinations recommended in addition to the FCO guidelines for CONDO Personnel being Deployed. CONDO Personnel may be required to undergo additional role specific

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health screening which may cover such measures as Audiometry, Colour Perception, Health and Hygiene examinations (and provide evidence of inoculations) for specific roles e.g. aviation/avionic maintenance, food handling within a catering environment or working within a medical facility. Where there is an external professional medical standard to be adhered to this should augment the medical guidance expressed in Annex C.

- **6.3.8.2 Prescription Medications**. CONDO Personnel should Deploy within an OA or an area or PJOB designated by the PJHQ, as specified in the contract with sufficient quantities of regular prescription medicines, including all forms of prophylactics to last the duration of their planned Deployment including a contingent element for unplanned events.
- **6.3.8.3 Medical Fitness**. The guidance for Contractors when deciding the levels of medical and dental fitness required from their personnel is included in Annex C. The guidance reflects the requirements for MOD personnel and is aligned with the requirements for MOD civil servants and provides an indication of the areas that Contractors should consider when assessing an individual's health suitability to Deploy. In undertaking this assessment the Contractor will wish to consider the nature of the Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract and the length and physical requirements of the contracted task; further information may be found in the relevant OSI. CONDO Personnel must be fit for employment in role and for the operational environment they will Deploy into.
- **6.3.8.4 Medical Records**. The Contractor is to maintain records of the medical assessments for their CONDO Personnel and complete CF 2 declaring that their personnel Deploying are medically fit to operate on a Deployment within an OA or an area or PJOB designated by the PJHQ as specified in the contract. PJHQ/Command may deny or withdraw the ATD should an individual be found not to be medically fit for Deployment or to remain on a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract. Where a Contractor's employee has been Deployed and is subsequently found to be medically unsuitable/unfit for the role and/or operating environment necessitating removal from the Deployment the any costs for treatment, life support and transport may be recovered from the Employing Contractor.
- **6.3.8.5 Record Keeping**. All Contractors must keep the results of their CONDO Personnel medical assessment, and ensure that their employees Deploy with basic medical information (to include but not limited to blood group, vaccination record) which must be made available throughout the duration of any Deployment.
- **6.3.9** Designation of CONDO as Civilians Subject to Service Discipline under AFA 2006. JSP 567 establishes the policy for CONDO Personnel to be designated as Civilians Subject to Service Discipline (CSSD). The basis for designation is that a Designating Officer considers that a designation is desirable for one of the following reasons:
  - a) In the interests of the person (e.g. if not covered by a SOFA/MOU).
  - b) To protect other people (for example civilians or members of UK armed forces).
  - c) To maintain good order and discipline.
- **6.3.9.1** AFA 06 Designation of CONDO Personnel will be achieved by the Contractor providing information for the completion of AFA 06 Designation Form (T-SL-DES01) at Appendix 7 to Annex B and submitting for approval to the PCM who will then send the completed form to the CMC. The CMC will send the Designation Form to the appropriate Defence Council Delegated Officer at PJHQ or Command concurrent with the endorsement of any associated CF 2. Once this Designation Form has been authorised on behalf of the Defence Council the Contractor is to inform its CONDO Personnel of their status as CSSD and who their nominated CO will be on a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract The AFA 06, Designation Flowchart for CONDO Personnel is at Appendix 4 to Annex A.

- **6.3.10** Visa Requirements and Applications. Information relating to the need for visas for UK Nationals can be found in the relevant OSI. For TCNs it is recommended that the website of the Embassy of the country to which personnel are to Deploy is consulted. It is the responsibility of the employer to seek and fund the appropriate visa for the country in which the contract is to be delivered. Where there are specific additional requirements supplementary information can be found on the CMC Website. PCMs are to ensure that their contractors and sub-contractors include time for visa applications in the planning for CONDO enabled tasks. PCMs should provide a letter of authorisation confirming that CONDO Personnel are supporting UK forces. Visas may additionally be required for transit countries. Whilst it is the responsibility of the employer to ensure that their employees have the correct visas to ensure the completion of any CONDO task, there may be exceptional circumstances during the task which may require the Local Military Commander and their staff to provide local assistance in conjunction with local Consulate/Embassy Staff when changes to the work location impose a new requirement for Visas.
- **6.3.11 Withholding, Withdrawal and Removal of Authority to Deploy**. The Authority at all times retains the right to, remove, withdraw or withhold the ATD as defined within DEFCON 697. Where an ATD is withheld, the Contractor should engage the PCM for further advice. In exceptional circumstances, the MOD may withdraw or remove ATD if the operational environment deteriorates and is no longer able to support CONDO. Subject to security requirements, Contractors will be advised by the DOR of these operational circumstances at the earliest opportunity. On receipt of an order to evacuate or relocate on a Deployment within an OA or an area or PJOB designated by the PJHQ as specified in the contract, CONDO Personnel must immediately comply. The DOR is to liaise promptly with the DCM on any proposed evacuation.
- **6.3.12** Exporting Equipment for Use by Contractors. All equipment will be subject to Her Majesty's Revenue and Customs (HMRC) procedures for Return Goods Relief (RGR) Concession for items of equipment exported outside of the European Union (EU) and which have been subject to VAT and Duty and have been in free circulation in the EU prior to export.
- **6.3.12.1 GFX/GFE**. If a Contractor needs to export controlled equipment owned by the Crown to carry out an MOD sponsored task, a letter of "Crown Immunity" must be obtained from:

Export Licensing and Casework (ACP) MOD 2<sup>nd</sup> Floor, Zone D Main Building Whitehall London SW1A 2HB

(Tel: +44 20 721 89080)

The Contractor will be responsible for submitting the request in the first instance to the PCM for his approval and support. The PCM will in turn forward the request to ACP.

**6.3.12.2 Contractor Owned Equipment/Materiel.** Where the Contractor has ownership of equipment and materiel required for the delivery of contractual effect, it is the responsibility of the Contractor to seek the necessary export licences <sup>14</sup> including seeking ITAR clearance for any equipment and materiel to which ITAR restrictions apply. The Contractor is responsible for any subsequent onward move by freight forwarders and where appropriate import of goods back into the UK this includes meeting any requirements imposed by HMRC to support RGR Concessions.

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<sup>14</sup> From the UK Dept for Business Innovations and Skills (BIS) (http://www.bis.gov.uk)

**6.3.13** Issue of Personal Protective Equipment (PPE) to CONDO Personnel. The MOD accepts the responsibility for the provision of PPE of a non-work related nature under DEFCON 697. The need for PPE of a non-work related nature will be determined by PJHQ for joint operations and the relevant Command for single Service operations. The details of the MOD-issued PPE will be specified in the relevant OSI. Processes for these issues will be advised to the PCM by PJHQ/Command prior to Deployment. Contractors will retain responsibility for PPE from issue until the PPE has been returned to the PCM. PCMs are to retain a record of all PPE issued to their Contractors. PCM should bid for PPE from:

Reserves Training and Mobilisation Centre Chetwynd Road Chilwell NOTTINGHAM NG9 5HA

Contractors are free to procure their own PPE but must accept the associated liabilities and the implications thereof.

#### **6.4 CMC Process**

- **6.4.1 Process**. The overarching CMC processes prior to, during and recovery of a CONDO Deployment can be found at Annex A. Note that Annex A only refers to CONDO Personnel and not equipment. The CMC will act as the clearing house to PJHQ/Command and acts as the primary booking agent for all CONDO Deployments utilising Authority Air Transport. The CMC acts as the interface between the PCM and the Authorising HQ, and will ensure that all submissions meet the needs of the Authority. The PCM is responsible for ensuring that all appropriate CFs including the Civilian Subject to Service Discipline Form of Designation (T-SL-DES01) and F/Mov 562 are filled out correctly before seeking any authorities from PJHQ.
- **6.4.2 CONDO Forms (CF)**. The CFs are currently the backbone of the process. Early engagement and accurate completion of necessary detail by the PCM in regard to the CF 1 and the Contractor in respect of the CF2 are critical to an efficient Deployment. An Authorised CCM is required to sign-off the CF2 to acknowledge their contractual obligations to the Authority (Risk assessment, Pre-Deployment Training, medical and dental checks and designation as CSSD) in appropriately preparing their personnel for a CONDO Deployment. The feedback provided to the CMC and DOR by the means of the CF 3 is a necessary check for the reconciliation of records.
- **6.4.3 ID Cards**. The CCM and PCM should note that ID Cards will be issued following an application using the CF 4A (UK Nationals) and CF 4B (TCNs) in accordance with JSP 440 and current MOD and Theatre security regulations and on authorisation of the relevant CF 2 by PJHQ (or Command).
- **6.4.4 Security Checks**. The CCM must also provide written confirmation on CF 2, 4A or 4B (for TCN personnel) that the appropriate MOD security checks have been completed; this is to be verified by the responsible Contractor security controller.
- **6.4.5 JPA**. The DSCOM CMC will raise a JPA stub account for all Contractors deploying based upon the information provided upon the CF 4. This stub account will enable the in-theatre staff to utilise the JPA Move & track functionality as well as assisting Joint Casualty and Compassionate Cell (JCCC) in the initial stages of dealing with any Casualty Notification processes from the Authority to the Employer/Contractor.
- **6.4.6 Theatre Contractor Management**. Where the Deployment permits or merits the establishment of a physical TCMC, it is to act as the Local Military Commander's primary POC for the coordination of all CONDO Personnel Deployed. It will be responsible for the reception, operation of JPA 'Move & Track' for personnel reporting, act as the primary conduit for local information and standing orders from the LMC to all CONDO Personnel. In the event that a TCMC is not deployed, the function will rest with the DOR.

#### 7 In-Theatre Support Processes

#### 7.1 Arrival/Reception Briefing to Contractor.

- **7.1.1** Arrival procedures. The DOR is responsible, on behalf of the Authority, for ensuring that Contractors receive a Theatre arrival and reception brief upon their arrival on a Deployment. It is the responsibility of the Contractor's Deployed CONDO Manager (CDCM) to ensure that their personnel attend the briefing made available by the MOD. The brief should address local and time sensitive issues relating to the provision of life support and Force Protection to the CONDO Personnel as well as highlighting the LMC's Standing Orders and Instructions which may affect CONDO Personnel. Where the DOR is geographically separated from the CONDO Personnel this may be delivered electronically, in documentary or presentational forms or indeed be delivered over a communications system to appraise the CONDO Personnel of any variations in the local situation or, in regard to matters affecting the provision of life support or Force Protection, with consequent impacts affecting contract outputs.
- **7.1.2 Maritime Entry/Exit.** In a maritime context a ship may acquire a programme change at short notice for operational reasons. Consequently, this may result in a different theatre entry/exit point for the contractor, at a notice which precludes visa application/passport processing in normal course. The ship's liaison with its port agent and/or in country Defence Attaché offers the potential to overcome this and assure the delivery of the contractor.

#### 7.2 Force Protection

- **7.2.1 Local Responsibilities.** PJHQ or Command, in conjunction with the LMC, will assess the threat and put in place the appropriate Force Protection (FP) measures to apply to CONDO Personnel. The intent of the FP measures is to provide a working environment which is as safe as practicable for all Personnel. FP covers the full range of measures both physical and procedural; the procedural aspects of FP are one of the critical deliverables of any CONDO training package (e.g. Personnel understanding the requirements of Op WIDEAWAKE). Understanding the collective FP measures and actions to be taken is also essential for all CONDO Personnel. The FP measures will vary dependant upon the situation, local conditions, and the activities being undertaken. FP is not limited to an overt display of military force or presence and is provided through a number of layers of defence that includes such measures as medical prevention, air and missile defence, counter mobility, Chemical, Biological, Radiological and Nuclear (CBRN) defence measures, defensive information operations, field fortifications, protective security and hardening, deception, and operational security and intelligence. Contractors should liaise with their DOR to identify local procedures and their responsibilities for complying with FP procedures.
- **7.2.2** MOD Exceptional Circumstances Procedure for Force Protection. Where the MOD is unable to provide FP for Contractors and CONDO Personnel, a Ministerial Submission (MINSUB) is to be raised by PJHQ/Command through MOD Sec Pol in order to gain approval to arrange alternative measures. Where the UK military is unable to provide appropriate FP, alternative FP will be implemented; this could be FP delivered by a Coalition Partner, Host Nation or through the employment of a Private Security Company (PSC). JSP 567, Part 3 for PSCs covers the policy requirements for the employment of PSC to deliver an alternate FP solution for a CONDO task. The procedures for the Deployment and employment of a PSC are covered in a separate standard in conjunction with DEFCON 697A which addresses the terms for the contracting for PSC services.
- **7.2.3** Review Procedures. Where the FP solution does not provide the Contractor with sufficient confidence that the MOD has provided a safe and secure operating environment, and the Contractor identifies additional risks, they should highlight these concerns and risks in the first instance with the LMC and the P(T)L. However, the LMC remains responsible for the assessment of the threat level and the consequent FP. If the Contractor continues to be unsatisfied then, in line with the findings of their risk assessment and DEFCON 697, Contractors have the right to refuse to continue to deliver the support called for in the contract without contractual penalty where withdrawal/refusal is justified and the P(T)L should activate their contingency plan to backfill the support requirement.

#### 7.3 Search of Person and Property.

**7.3.1** Contractors should be aware, and ensure that their employees and any Subcontractors and their employees are aware, that there may be local security requirements directed by the LMC that mandate the searching of personnel, property and vehicles. The DCM should liaise with their DOR to identify local procedures and their responsibilities for security measures including search of person, property or vehicles.

#### 7.4 In-Theatre Communications and Briefing Process.

**7.4.1 Briefing and In-Theatre Communications**. DORs will advise the CDCM of the local communications and day to day briefings processes, including LMC's orders, instructions, regulations and procedures. CDCMs should develop a process for cascading information to all Contractors and Sub-contractors throughout the supply-chain of CONDO Personnel on task ensuring all those out of theatre on R&R are familiarised with any updates as soon as they return to a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract.

#### 7.5 Reporting of Contractors Deployed.

- **7.5.1 Monthly Reporting Requirements.** A monthly personnel return is required from Contractors providing a historic record of all CONDO Personnel Deployed on a Deployment within an OA or an area or PJOB designated by the PJHQ as specified in the contract on the CONDO task in the preceding month. The CF 3 is to be completed by the CCM with accurate information as at the end of each month. The completed CF 3 should be passed to the PCM who will then send it to the CMC, copied to the DOR.
- **7.5.2.** Reporting of CONDO Personnel as a result on an Incident. The DOR is to be notified by the CDCM if any CONDO Personnel on a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract suffer a serious accident, serious injury, become prisoner of war or are taken hostage. This occurrence should be reflected on the CF3. The CDCM should also advise the DOR once the next of kin have been notified, and should coordinate media communications in accordance with the process described at clause 7.9 below.

#### 7.6 Provision of Medical and Dental Support.

- **7.6.1** Provision of Medical and Dental Services. Unless otherwise specified in the Contract, the Authority shall provide to CONDO Personnel (UKN & TCN but excluding LRW), medical treatment and emergency dental treatment, equivalent to that provided to military personnel whilst Deployed. The costs of treatment will be borne by the Authority unless it is a result of a pre-existing condition or where treatment costs are explicitly excluded from the contract. The contract will detail any questions of liability in respect of the service provided. LRWs will be provided first aid treatment, free of charge, whilst at an EWL in support of the Contract; all other treatment should normally be carried out under the LRW's own national health-care arrangements. Where appropriate, trauma counselling may be made available on a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract.
- **7.6.2 Medical Evacuation**. Medical evacuation for CONDO Personnel is the responsibility of the Contractor, unless otherwise specified in the OSI by the Authority in relation to a particular Operation. There may be circumstances where it may not be safe or practicable for the Contractor or civilian medical organisations to provide such a service, in which case the Authority shall offer assistance, on either a repayment basis or, at the Authority's discretion, free of charge either to a UK airhead or to a safe and secure airhead outside the relevant Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract from which commercial services are available. Onward movement of personnel from either the UK airhead or alternate airhead outside the Deployment within an OA or an area or PJOB designated by the PJHQ in the contract will remain a Contractors responsibility. The contract must define what will be provided, who is to meet the cost of this evacuation and any question of liability in respect of the service provided.

**7.6.3** Repatriation of the Deceased. Repatriation of deceased CONDO Personnel will be the responsibility of the Contractor, unless otherwise notified by the Authority in relation to a specific Operation. However, there may be circumstances where it may not be safe or practicable for the Contractor or civilian medical organisations to provide such a service, in which case the Authority shall offer assistance, on either a repayment basis or, at the Authority's discretion, free of charge. Principles for the repatriation of the deceased are at Chapter 9 of JSP 751. Repatriation at public expense is only from the country in which the individual had been Deployed to the UK. The DOR and PCM should contact the JCCC in accordance with the guidance in JSP 751. For CONDO Personnel on leave, or otherwise not on duty, travelling to other countries, the Contractor is expected to make private arrangements for medical insurance covering repatriation to the country to which they have been Deployed or to the UK. Following any such private repatriation to the country of Deployment, the standard MOD options in respect of repatriation from the country of assignment apply.

#### 7.7 Compassionate Evacuation.

**7.7.1 Compassionate Evacuation**. The return to the UK or country of residence of CONDO Personnel for compassionate reasons is the responsibility of the employer. There may be occasions when Service assistance may be requested to affect a rapid return to the UK from a Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract on either a repayment basis or, at the Authority's <sup>15</sup> discretion, free of charge. JCCC staff should afford any support they are able to provide. DOR and PCM should contact the JCCC in accordance with the guidance in JSP 751. The expectation should be that the Contractor will be responsible for, and fund, any compassionate evacuation of their employees. The contract must be clear on the liability for the costs of compassionate evacuation.

#### 7.8 Provision of Life Support and Administrative Services.

7.8.1 DEFCON 697 requires the Contractor to provide their own life support. PJHQ/Command in conjunction with the LMC will inform the DOR and PCM should the operational situation prevent the Contractor from providing independent life support on a Deployment within an OA or an area or PJOB designated by the PJHQ as specified in the contract. In such cases, the life support for accommodation and feeding will be, in principle, commensurate with that provided to UK service personnel of equivalent level and may include access to welfare facilities either free of charge or on repayment. This life support is generally not provided to LRWs. However, LRWs may be provided with meals whilst at the Expected Work Locations. Life support activities conducted outside the Deployment within an OA or an area or PJOB designated by PJHQ as specified in the contract remain the Contractor's responsibility.

# 7.9 Public Relations - Authorisation of Contractor's Press Releases and Media Communications.

**7.9.1** No press release or media communication relating to a CONDO task is to be released without the explicit consent of the Authority via the P(T)L and Defence Media and Communications. Draft press releases and media communications are to be submitted by the Contractor to PJHQ/Command through the P(T)L for clearance of the security elements of the content and to confirm the content of the message. The PCM is to obtain confirmation of security clearance and to seek final authority for publication from PJHQ/Command. The P(T)L will provide written consent to the Contractor.

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<sup>&</sup>lt;sup>15</sup> Authorising HQ in this context.

#### 7.10 Recovery of Charges for Provision of Services to Contractors.

**7.10.1** The CF 1 at Section 5 provides the mechanism for P(T)L to inform PJHQ/Command as to the funding liabilities and areas that may require recovery of costs by the Authority relating to services provided. Where charges are incurred for life support and welfare provision, recovery processes should be encapsulated in the contractual terms agreed by the CM. PJHQ J8 (or relevant Command) will provide details of charges for services provided and costs to be recovered through relevant contracts.

#### 7.11 Discipline and Conduct.

7.11.1 Whilst Deployed, CONDO Personnel will be subject to service discipline (AFA 06 refers). In accordance with the procedure set out in the MSL, CONDO Personnel are to be designated as Civilians Subject to Service Discipline (CSSD). JSP 567 provides more information regarding the impact of the AFA 06 on CONDO Personnel. The Contractor's contracts of employment will need to refer to the requirement to comply with routine orders and instructions given by the LMC. A pragmatic approach is required for the resolution of administrative or disciplinary matters. Where disciplinary action is considered, the Contractor's Deployed CONDO Manager (CDCM) will be contacted by the DOR in the initial instance. Where reasonably practicable, and subject to security requirements, the Contractor will be fully engaged, through the DOR, in any administrative or disciplinary process which may result in disciplinary action or the exercise of the removal of ATD. In referring any disciplinary matter to the Contractor the appointed CO is to ensure that supporting information relating to the disciplinary incident are retained and made available to the Contractor. Failure to retain records may be prejudicial to any corporate disciplinary process and lay the Authority open to litigation in regard to the matter.

#### 7.12 Contractor Monitoring and Supervision of the Contract.

7.12.1 Contractor Performance Monitoring and Supervision. The monitoring and supervision of contract performance and reporting against the performance management regime is fundamental to good contract management. The Contractor is to appoint a Contractor's Deployed CONDO Manager (CDCM) and provide the PCM and DOR with details of who this is and TORs for the post. The PCM is to ensure that the DOR understands the contractor's contractual obligations and entitlements, including contract deliverables and associated contract management reporting requirements. The PCM must ensure that this information is updated in line with any amendments to the Contract. Similarly, the DOR must inform the PCM of any roulement/change to the DOR. Where contractor performance problems are identified which cannot be immediately resolved by the DOR with the contractor's CDCM, the DOR must inform the PCM so that the appropriate action can be taken with the contractor in conjunction with the Commercial Manager. If an issue arises which may require an amendment to the contract, this must be discussed with the DOR (on behalf of the LMC) and the PCM. It must be noted that only the Commercial Manager has the delegated authority to agree an amendment to the contract.

#### 7.13 Contract Management Visits.

**7.13.1** Where there is a requirement for the Contractor's Management staff to attend meetings in the Deployed environment, this must be agreed at the outset and included as part of the contract requirement. Such meetings must be intrinsic to the successful delivery of the CONDO task. In all cases, the requirements of DEFCON 697 and this standard are to apply to visiting personnel. Ad hoc visits not agreed in the contract at the outset will not be sanctioned as CONDO tasks and staff will not be provided with an ATD to the OA or an area or PJOB designated by the PJHQ.

#### 8 Return from Deployment Processes

#### 8.1 Re-Deployment of CONDO Personnel

**8.1.1** Recovery/Withdrawal from the OA. The PCM is responsible for applying to PJHQ or Command as appropriate for authority to recover/withdraw contractor personnel and for informing PJHQ/Commands once the personnel are outside the OA. It is imperative in the context of assured delivery that the recovery/withdrawal from the OA is properly assured. Generally, the contractor will need to plan and execute the recovery/withdrawal of their personnel from the OA to their HQ location or another location outside the OA, either on completion of the contract or if the LMC decides to withdraw the contractor's personnel from the OA, in liaison with the PCM. In this context it will be for the CDCM to liaise with the DOR/PCM to make the necessary arrangements. However, there may be instances where the LMC facilitates the recovery/withdrawal of the contractor's personnel to an appropriate point of exit from the theatre utilising military transportation or a mil/civ combination. This will depend on operational circumstances and the availability of such transport.

Where a physical TCMC is deployed the PCM is to inform the TCMC of the 'intent to re-deploy' and is also responsible for confirming to PJHQ/Command the means of re-deployment/withdrawal and for confirming once the contractor's employee(s) are outside the deployed space. Where a physical TCMC is deployed, and dependent on the nature of the deployment, the TCMC may coordinate the re-deployment on behalf of the Authority. This will include notification to the DSCOM CMC. In the maritime environment re-deployment may include assistance from the LMC to return the CONDO Personnel to the original planned point of exit or, where an alternate point of exit is required, such assistance may include liaising with the appropriate authorities to ensure that the contractor is in possession of the necessary visas and clearances.

**8.1.2 Return of GFE/GFX/PPE and Identity Documents.** Where the Authority has provided PPE as GFX, in accordance with DEFCON 697 or the contract, it is to be returned through the PCM upon completion of the Deployment. The PCM is to ensure that contractors, subcontractors and their employees are made aware of the processes for the return of PPE and identity documents following return from Deployment. Where such information has not been made available, contractors are to seek guidance from the PCM. The PCM is to ensure that the identity documents are returned to the DSCOM CMC enabling the contractor's JPA record to be terminated.

#### 8.2 Post Deployment Debrief and Lessons Identified Process.

**8.2.1 Debriefs and Lessons Identified**. The PCM will advise of any required debriefing or contribution to the post Deployment lessons process, as defined in JSP 567. PCMs should debrief CCMs at the end of Deployments and, if required through the contract, request a written post-Deployment report from the Contractor. PCMs should forward any lessons identified from the employment of Contractors in a Post-Event Report to ACDS (Log Ops), PJHQ J4 for Joint Operations and Commands for single Service Operations. It is only with feedback that the CONDO processes can be refined and adapted as necessary.

#### 8.3 Application for Medals, Honours and Awards.

**8.3.1** Contractors who wish to apply for a Campaign Medal should follow the procedure and submit a CF 5. Submissions should be through the PCM to the CMC for verification. Note that CONDO Personnel commendations or service awards should be initiated and staffed by the DOR through the military Chain of Command ensuring that the PCM is notified. Operational awards will be considered by the Joint Commander as part of the staffing procedure.

#### 9 Contact Points for CONDO Matters:

SO1 Force Policy Assistant Chief of Defence Staff (Logistics Operations) Larch 3b #2309, MOD Abbey Wood BRISTOL BS34 8JH

Tel: +44 (0)30 697 83685

Military 9679 ext 83685

SO1 J4 CSO
Permanent Joint Headquarters
(United Kingdom)
Northwood Headquarters
Sandy Lane
NORTHWOOD
Middlesex
HA6 3HP

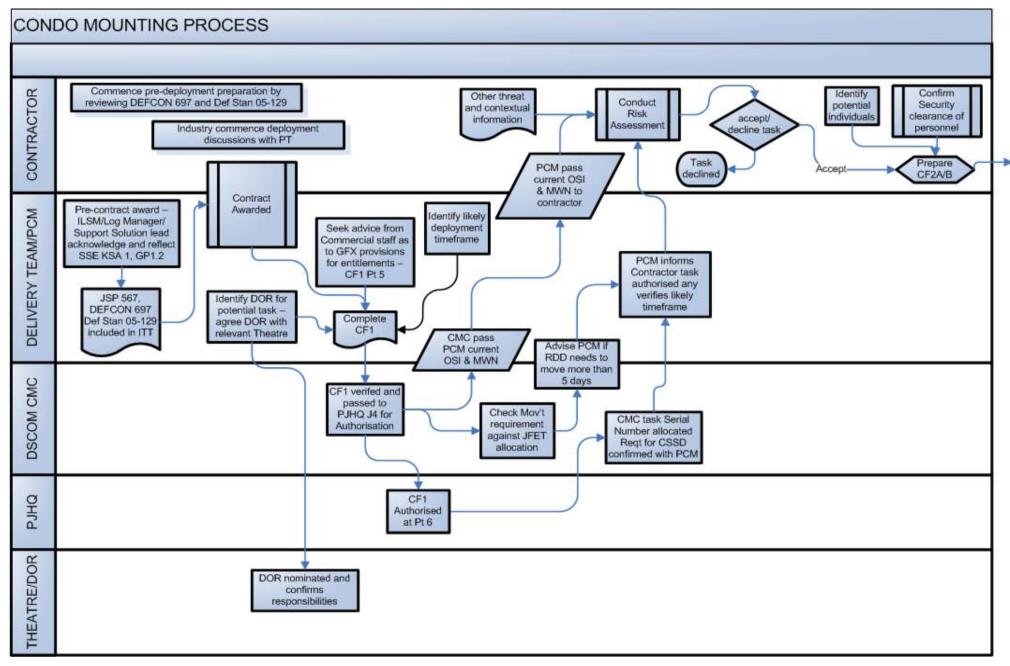
Tel: +44 (0)1923 955460 Military 9360 ext 55460 DE&S Commercial Maple 2a #2238 MOD Abbey Wood BRISTOL BS34 8JH

Tel: +44 (0) 30 679 30483 Military 9352 ext 30483

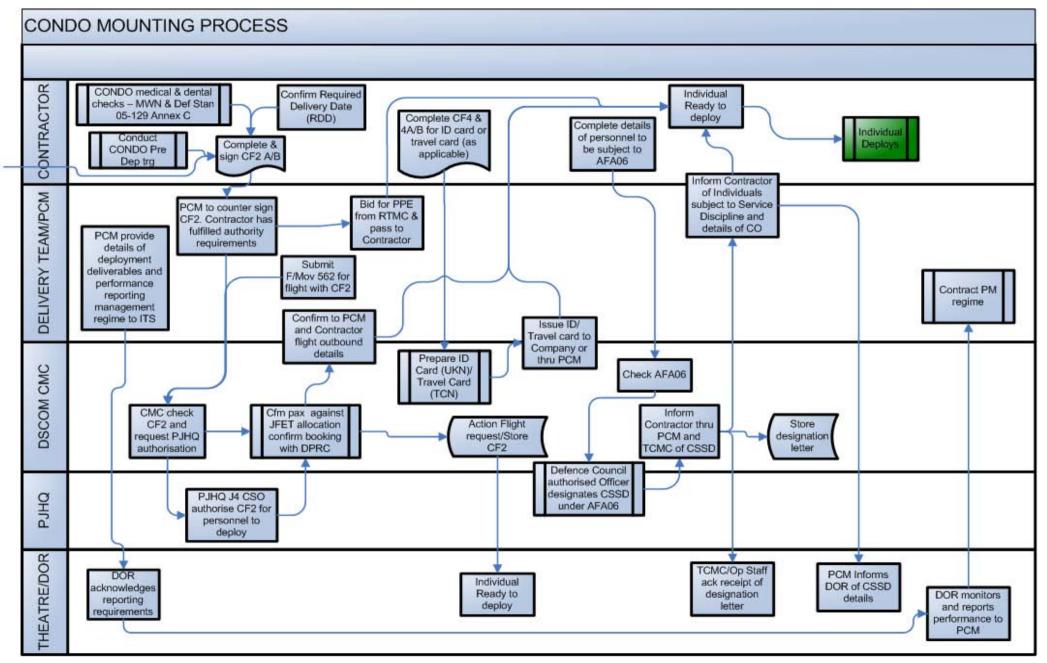
C2 CSO Ops/Plans DSCOM Joint Support Chain DE&S Cedar 3c #3351 MOD Abbey Wood

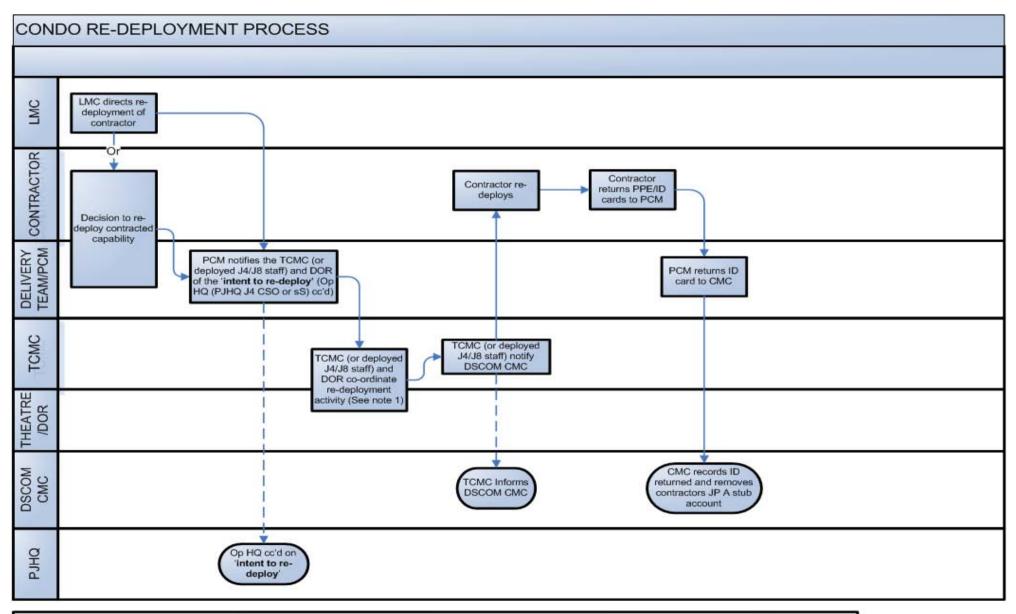
BRISTOL BS34 8JH

Tel: +44 (0) 3067 981111 Military 9679 81111 Annex A Def Stan 05-129 Issue 5



Annex A Def Stan 05-129 Issue 5





Note 1 - May include the booking of flights, coordination to recover contractor equipment (where applicable) and GFE, and oversight to ensure completion of any contractor obligations (i.e. remediation of sites or redundancy measures for any LRWs etc.)

### Annex B Appendix 1

#### **CONDO FORM 1 – NOTIFICATION OF INTENT TO DEPLOY CONTRACTORS**

(To be completed at least 14 days prior to deployment)

OPERATION AREA (OA), PJOB or area designated by PJHQ Deploying to:

 $\textbf{CONTRACT NUMBER} \ (\textbf{MOD Contract Number}):$ 

Authorisation Serial no. (CMC use only):

PART 1 – UK Sponsor Branch Deta	<u>DOR In Theatre Details</u>		
(to be completed by Project CONDO Manager			
Rank & Name:	Rank & Name:		
Appointment:	Appointment:		
Address:	Address:		
Tel No:	Tel No:		
E-mail:	E-mail:		
PART 2 – Justification (Completed	y the Project CONDO Manager)		
Provide a brief outline of the CONDO task of the Contractor and specify the Deployment locations (no mention of cost/value of the contract is to be made):			
DEFCON 697 Incorporated within the Contract? Yes/No*			
PT Leader or Equivalent:			
Signed:	Name: Grade:		
Tel No:	E-mail:		

## PART 3 - Details of Contractor (completed by the Contractor in consultation with the Project CONDO Manager) (Numbers involved not named personnel) Contractor and Subcontractor: (Include Main & Subcontractor Names) Address(es): Tel No: Contractor agree to meet the following Deployment requirements for all CONDO personnel: Risk Assessment: Yes/No Security Clearance (BPSS/CTC for UKBC, BPSS for TCN): Yes/No Pre-Deployment Training: Yes/No Pre- Deployment Medical: Yes/No Complete the AFA 06 CIVILIAN SUBJECT TO SERVICE DISCIPLINE FORM OF DESIGNATION (T-SL-DES01): Yes/No Estimated Maximum number of CONDO personnel involved: Point of Entry into OA /PJOB/Other area Location of CONDO Task (Expected Work Location(s)): designated by PJHQ: Date of expected arrival in OA/PJOB//Other area: Approx. End Date: (enter: dd/mm/yyyy) (enter: dd/mm/yyyy) 24Hr Emergency Point of Contact (within UK): Name/Office: Tel No: PART 4 – Conditional Approval To be signed by Appropriate Tasking Agency (i.e. Project CONDO Manager) (Note. UNTIL COMPLETED, DO NOT FORWARD TO CONDO Mounting Cell) Signed: (OF4 Minimum) Rank & Name: Appointment: Date (enter: dd/mm/yyyy):

#### PART 5 – Contract Entitlement (entitlements subsumed within the contract)

#### (completed by Project CONDO Manager)

Resource	Yes/No	Provided/Funded by
Accommodation		
Technical Accommodation		
Laundry		
Catering		
Welfare telephone & internet		
Welfare facilities, Gym, Shops		
Spiritual welfare services		
Compassionate Evacuation		
Strategic Air Transport		
Leave Rotation		
Tac AT		
Access to motor transport		
Fuel		
Non-Emergency care		
AEROMED Evacuation		
Repatriation of the dead		

PART 6 – Conditional Authority to D	PART 6 – Conditional Authority to Deploy						
For Joint Operations or Active Service Deployments: CJO or nominated representative							
For single Service Operations: C-in-C or nominated representative							
Active/Non-Active Deployment*	Active/Non-Active Deployment* (* Delete as applicable)						
Conditional deployment of Contract deployment processes is:	tors outlined in Part 3; subject to successful completion of all pre-						
Authorised/Not Authorised*	(* Delete as applicable)						
Signed:	(on behalf of the Defence Council)						
Rank & Name:	Date:						
Tel No:	E-mail:						
ALL COMPLET	ED FORMS TO BE FORWARDED TO THE CMC						
DES	S DSCOM-CSO CMC (MULTIUSER)						
PART 7 – Action by CMC							
Signed:							
Rank & Name:	Date:						
Tel No:	E-mail:						
Distribution by CMC:							
Project CONDO Manager to distribu	ute to the Contractor						
DOR							
Theatre Contractor Management Cell (or J4/J8 Staff)							
Archive							

CONDO Form 1 (Revised 12/08)

# PROTECT - PERSONAL DATA (WHEN COMPLETED)

# Annex B - Appendix 2

CONDO Form 2 (Revised 06/13)

To be submitted by the Project CONDO Manager at the same time as the request for MOD Civilian Contractor ID Card or Orange TCN Card and the AFA 06 Designation Form (T-SL-DES01)

				<u>C</u>	ONDO FORM 2						
					To: <u>DES DS</u>	COM-CSO CM	<u>IC (MULTIUSE</u>	<u>R)</u>			
			Contracto	or:							
			PCM:								
			Op Name								
			CMC Aut	thorisation Serial N	lo:						
		(Please	e tick as appr	opriate):	CF2 for initial	deployment/r	eturn to theat	tre CF2 for I	D card renewal		
			Expecte	d Date of							
Surnam	e Initia		Arrival in Theatre dd/mm/yyyy)	Departure from Theatre (dd/mm/yyyy)	Expected Work Location Within the OA	Category (UK, 3CN)	Security Clearance level	Name of Training Provider and Date undertaken	Details of GP/OH Healthcare Organ List/Date of Inoc	nisation &	
Тс	o be compl	eted by	the Contract	or CONDO Manag	ger and sent to the	e Project CON	IDO Manager	for onward transmiss	sion to the CONDO I	Mounting Cell.	
	y that the (e been und			ssessment, pre-c	deployment trainii	ng, pre-deplo	yment medica	al and inoculations an	d security checks id	dentified by the A	luthority
Signed	d: _			(Contractors COI	NDO Manager)						
The De	eployment	of CON	DO Personne	l listed above is a	authorised:						
Signe Coun	ed (on beha ncil):	of the	e Defence	Rank:	Appointm	ent:	Nam	ne:	Date:		

# Annex B Appendix 3

CONDO Form 3 (Revised 06/13)

# **CONDO FORM 3 – MANPOWER RETURN**

TO BE SUBMITTED ON A MONTHLY BASIS by the Contractor CONDO Manager to the Project CONDO Manager (No later than the 5<sup>th</sup>)

TO: DES DSCOM-CSO CMC (MULTIUSER)

Contractor:	DOR:	
PCM:	Rank & Name:	
Op Name/OA/Other:	Appointment:	
Month:	E Mail:	
CMC AUTHORISATION SERIAL No:	Tel No:	

SURNAME	FORENAMES	CONTRACTOR	DOB	NATIONALITY	CATEGORY M/F (UK, 3CN, LRWs)	TRADE	WORK LOCATION (in OA/PJOB/ Other)	DEPLOY/OPERATE START DATE (dd/mm/yyyy)  (Arrival in OA)	DEPLOY/OPERATE STOP DATE (dd/mm/yyyy)  (Departure from OA)	GENERAL COMMENTS INC:- TRAINING UNDERTAKEN DETAILS OF INJURIES/ CASUALTIES/ DISCIPLINARY MATTERS ETC
		_						_	_	
									_	

# PROTECT - PERSONAL DATA (WHEN COMPLETED)

+	-	•	· · · · · ·	

# **Project CONDO Manager**

Signature:	
Name (Blocks):	
Appointment:	
E Mail:	Tel No:
Date:	

# **Annex B - Appendix 4**

CONDO Form 4A (Revised 06/13)

CONDO FORM 4A - REQUEST	FOR MOD ID CARD (UK NATIONALS ONLY)
CONTRACTOR'S COMPANY NAME	
COMPANY ADDRESS	
24 HR EMERGENCY CONTACT NUMBER	
SURNAME	
FORENAME(S)	
MALE / FEMALE	
NATIONALITY	
DATE OF BIRTH	
NATIONAL INSURANCE NUMBER	
PASSPORT NUMBER	
PASSPORT ISSUE / EXPIRY DATE	Issue: Expiry:
JPA NUMBER (IF KNOWN)	
ID, FIRST ISSUE OR RENEWAL?	
OPERATION/OA/PJOB/OTHER AREA	
DESIGNATED BY PJHQ	
CONDO TASK IN THEATRE	
COUNTRIES TO BE VISITED	
APPROXIMATE DATES OF CONDO	From: To:
TASK	
AUTHORITY TO DEPLOY / OPERATE	Completed CONDO Form 1: Yes/No
AUTHORISATION SERIAL NUMBER	
SECURITY CLEARANCE HAS BEEN	Clearance Held By:
CONDUCTED.	Level: Serial No:
CONDUCTED.	Review Date:
PASSPORT SIZED PHOTOGRAPH	Digital photo attached:
(DIGITAL .JPEG format only)	CD-Rom (if by post):
	Name :
CERTIFIED ALL INFORMATION ABOVE	Post : Contractor Staff / Sy Controller
TO BE TRUE AND CORRECT	Date :
AUTHORISING PCM	Rank: Name:
ACTIONIONO I OM	Dept: Tel:

# TO BE SUBMITTED AT THE SAME TIME AS THE CONDO FORM 2: AUTHORITY TO DEPLOY AND THE AFA 06 DESIGNATION FORM (T-SL-DES01)

This application is to be forwarded by the Contractor CONDO Manager, via your Project CONDO Manager, to <a href="DES DSCOM-CSO CMC (MULTIUSER">DES DSCOM-CSO CMC (MULTIUSER)</a> email address for processing. A minimum of 14 days notice is required for all applications, short notice applications will be dealt with on a case by case basis.

The following will delay or be cause for rejection:

- a) Personal details omitted or CONDO Form 1 NOT fully completed.
- b) Security clearance not completed Must have been subject to a BPSS and CTC or higher.
- c) Digital photograph Passport quality photographs only will be accepted.

WARNING. A MOD ID card is an official document. The unauthorised possession, use, alteration, reproduction, destruction or transfer to another person is an offence. The holder must produce the card if requested to do so by a duly appointed person in the execution of their duty. The ID card is to be returned to this office upon expiry, completion of contract or cessation of employment.

# **Annex B - Appendix 5**

CONDO Form 4B (Revised 06/13)

CONDO FORM 4B - REQUEST FOR ORA	ANGE THIRD COUNTRY NATIONAL (TCN) CARD
CONTRACTOR'S COMPANY NAME	
COMPANY ADDRESS	
24 HR EMERGENCY CONTACT NUMBER	
SURNAME	
FORENAME(S)	
MALE / FEMALE	
NATIONALITY	
DATE OF BIRTH	
PASSPORT NUMBER PASSPORT ISSUE / EXPIRY DATE	logues Eveninu
JPA NUMBER (IF KNOWN)	Issue: Expiry:
ID, FIRST ISSUE OR RENEWAL?	
OPERATION/OA/PJOB/OTHER AREA	
DESIGNATED BY PJHQ	
CONDOTASK IN THEATRE	
COUNTRIES TO BE VISITED	
APPROXIMATE DATES OF CONDO TASK	From: To:
AUTHORITY TO DEPLOY / OPERATE	Completed CONDO Form 1: Yes/No
AUTHORISATION SERIAL NUMBER	
SECURITY CLEARANCE HAS BEEN CONDUCTED.	Clearance Granted By: Level: Serial No: Expiry Date:
PASSPORT SIZED PHOTOGRAPH (DIGITAL .JPEG format only)	Digital photo attached: CD-Rom (if by post):
CERTIFIED ALL INFORMATION ABOVE TO BE TRUE AND CORRECT	Name : Post : Contractor Staff / Sy Controller Date :
AUTHORISING PCM	Rank: Name : Dept: Tel :

# TO BE SUBMITTED AT THE SAME TIME AS THE CONDO FORM 2: AUTHORITY TO DEPLOY AND THE AFA 06 DESIGNATION FORM (T-SL-DES01)

This application is to be forwarded by the Contractor CONDO Manager, via your Project CONDO Manager, to <a href="DES DSCOM-CSO CMC (MULTIUSER">DES DSCOM-CSO CMC (MULTIUSER)</a> email address for processing. A minimum of 14 days notice is required for all applications, short notice applications will be dealt with on a case by case basis.

The following will delay or be cause for rejection:

- a) Personal details omitted or CONDO Form 1 NOT fully completed.
- b) Security clearance not completed All possible verification checks should be carried out as part of the recruitment process keeping within the principle of the Baseline Standard.
- c) Digital photograph Passport quality photographs only will be accepted.

WARNING. A MOD ID card is an official document. The unauthorised possession, use, alteration, reproduction, destruction or transfer to another person is an offence. The holder must produce the card if requested to do so by a duly appointed person in the execution of their duty. The ID card is to be returned to this office upon expiry, completion of contract or cessation of employment.

# Annex B Appendix 6

CONDO Form 5 (Revised 06/13)

**OPERATION NAME** 

# **CONDO FORM 5 - REQUEST FOR CONDO CIVILIAN MEDAL**

CONTRACTOR'S COMPANY NAME			
COMPANY ADDRESS			
TELEPHONE NUMBER			
SURNAME			
INITIALS			
TITLE (MR, MISS, MRS ETC)			
NATIONALITY			
DATE OF BIRTH (dd/mm/yyyy)			
PASSPORT NUMBER			
NATIONAL INSURANCE NUMBER			
MILITARY SERVICE	YES / NO	BRANCH:	
SERVICE NUMBER (S) IF APPLICABLE			
JPA NUMBER (IF KNOWN)			
TASK IN OA/PJOB/OTHER AREA DESIGNATED BY PJHQ			
PRIMARILY BASED AT WORK LOCATION			
DATES OF CONDO TASK (dd/mm/yyyy)	From:	To:	Zone:
	From:	To:	Zone:
(Zone very important if 'with Clasp' application being made).	From:	То:	Zone:

DEF STAN 05-129 Issue 5 PROTECT - PERSONAL DATA (WHEN COMPLETED)						
TROTEOT TERRO	From:	To:	Zone:			
Note: Continue on Page 2 if necessary	From:	To:	Zone:			
	From:	To:	Zone:			
	From:	To:	Zone:			
	From:	To:	Zone:			
	From:	To:	Zone:			
	From:	To:	Zone:			
	l					
AUTHORITY TO DEPLOY	1) CONDO	Form 1 recorded by				
(in accordance with Def Stan 05-129)		Form 1 recorded by Insert Authorisation per)				
	DES DSCON	Л				
	CONDO Mou	unting Cell				
THE MEDAL SHOULD BE FORWARDED TO THIS ADDRESS FOR ISSUE TO THE	Cedar 3c, Ma	ail Point 3351				
RECIPIENT	MOD Abbey	Wood				
	BRISTOL					
	BS34 8JH					
AUTHORISING PCM						
(Full Address and Tel No.)						
POST,						
RANK & NAME						
CMC APPROVED BY / DATE (dd/mm/yyyy)						

CMC APPROVED BY / DATE (dd/mm/yyyy)	

**IMPORTANT NOTE**: For processing, this application should be forwarded (**by the PCM only)** to: <u>DES DSCOM-CSO CMC (MULTIUSER)</u> E Mail address.

# PROTECT - PERSONAL DATA (WHEN COMPLETED)

# **Annex B - Appendix 7**



ANNEX B TO VOL 1 CH 3 JSP 830 MSL Revised 02/10

# CIVILIAN SUBJECT TO SERVICE DISCIPLINE FORM OF DESIGNATION

T-SL-DES01

This designation is made under paragraph 7 of Schedule 15 (Civilians Subject to Service Discipline) to the Armed Forces Act 2006

Designating 	Officer							
D 1/D :								
Rank/Rate				Name				
Appointment			ı	Designating authority				
Persons designated								
Family name	Forename(s)	DoB DD/MM/YYYY	Place of Birth	Passport No or National insurance number & nationality	Name or post of CO*	Contractor Employer Name		
under the Armed (Meaning of Com	* This form is not the instrument of appointment of the commanding officer. Where there is not already a CO one must be appointed under the Armed Forces (Meaning of "Commanding Officer") Regulations 2009 Reg 3. See also paragraphs 6, 7 and 37 of Chapter 2 (Meaning of Commanding Officer).							
OR description of	onnel, please comple	te the following:						
Name of Contract		· ·						
MOD Contract Nu	umber:							
CONDO Mountin	g Cell Authorisation N	umber:						
Contractor Name	Contractor Name:							
Prime or Subcontractor:								

<sup>\*\*</sup> In the case of a designation of a class of person(s), the description must be sufficient to make it possible to decide whether an individual is within the description.

#### DEF STAN 05-129 Issue 5

# PROTECT - PERSONAL DATA (WHEN COMPLETED)

Period (if any) for which the designation applies (if there are any time limits to the operation of the designation these must be clearly identified)

From

To

Other circumstances which limit the application of the designation (specify any geographic or other limitation which is to apply to the designation). Note that the designation may only apply outside the British Islands.

Signed

Authorised by the Defence Council

#### NOTES

- 1. A person may be designated for the purpose of this paragraph only if it appears to the authorising officer that it is desirable to do so (See paragraph 7(2) of Schedule 15 to the Act):
  - a. In the interests of the person;
  - b. For the protection of other persons (whether or not members of any of Her Majesty's forces); or
  - c. For the purpose of maintaining good order and discipline.
- 2. In deciding whether to designate a person for the purpose of this paragraph, the authorising officer must have regard in particular to (See paragraph 7(3) of Schedule 15 to the Act):
  - a. The characteristics of the justice system (if any) in any country or territory where the person is or is likely to be;
  - b. The terms of any treaty, agreement or arrangement relating to the legal status, or the treatment, of visiting forces to which the United Kingdom and any such country or territory are parties; and
  - c. The likelihood of the person(s) being subject to the law applicable to the armed forces of any country or territory outside the British Islands.

He/she may also take into account:

- d. The practicality of exercising Service Jurisdiction.
- e. Any other relevant factor.
- 3. This form can be used to designate individuals by name or collectively by class/ by reference to the contract on which they are employed/ by reference to their employer/ on some other basis.
- 4. A designation on this form (or at all) cannot be made in respect of a foreign national (who is not also a UK national), who is either in a country of which he is a national or in which he is ordinarily resident (See paragraph 11 of Schedule 15 to the Act).
- 5. When a civilian or groups of civilians are designated the Service Police Crime Bureau (SPCB) should be informed initially by telephone on 93835 5170/5180 or 02392 285170/285180. Follow up by faxing this form to 93835 5179 or 02392 285179.

# Persons designated (continuation sheet)

Family name	Forename(s)	DoB DD/MM/YYYY	Place of Birth	Passport No or National insurance number & nationality	Name or post of CO*	Contractor Employer Name

Signed			

# Annex C GUIDANCE IN RELATION TO MEDICAL AND DENTAL FITNESS LEVELS FOR CONDO PERSONNEL

#### C.1 Introduction

Contractors provide essential support to many aspects of the UK Armed Forces and Contractor's Personnel can be required to Deploy in support of UK forces on operations and exercises. Operational Areas are by their nature likely to expose personnel to an unfamiliar physical and mental environment and medical and dental threats to those personnel Deploying. As a key mitigation to these factors medical and dental preparation and suitability are key enablers to a successful Deployment. It is essential that only suitably medically and dentally fit CONDO Personnel are Deployed into an OA, PJOB and other areas designated by PJHQ.

# C.2 Objective

- **C.2.1** The purpose of this guidance is to provide contractors with an indication of the types of issues which contractors should consider in their procedures to select suitable CONDO Personnel for Deployment. Pre-Deployment Operational Specific Information (OSI) may include medical requirements in the Medical Warning Notices (MWNs) particular to that specific Deployment.
- **C.2.2** An appropriate assessment is required for all CONDO Personnel that Deploy to support operations or exercises where the individual needs to maintain a consistently high health and fitness standard in an operational environment.

#### C.3 Responsibility

- **C.3.1** The Contractor is responsible for ensuring that their CONDO Personnel and sub contractor's CONDO Personnel are medically and dentally fit to Deploy and to undertake the CONDO tasks to which they are assigned, including, taking into account any MWN issued by the PJHQ/CMDS and being appropriately immunised.
- **C.3.2** The scope of MOD medical facilities available to CONDO Personnel for a specific operation will be advised prior to Deployment as part of the OSI prepared by PJHQ or Cmds and passed to the PCM.

#### C.4 Pre-Deployment Preparations

It is generally considered unsafe to take a civilian straight from a normal working environment to an operational environment at short notice without adequate medical screening and preparation. It also may put the health and welfare of others at risk if an unsuitable person is Deployed to meet a CONDO task. There may be cases where a key CONDO individual is needed at short notice for a completely unforeseeable task. However, these cases should be minimised and contractors may wish to identify in advance suitable CONDO Personnel that may have to be Deployed, to inform them of medical suitability criteria and, possibly, to enable preparation and assessment.

# **C.5** Operational Environment

- **C.5.1** The operational environment imposes physical strains on people quite unlike what is considered to be normal in the UK. These risks may include:
  - a) Environmental (heat and dust, cold and wet, natural (endemic) diseases and poor hygiene).
  - b) Greater Health & Safety risks (poor lighting, dangerous obstacles, vehicles and machinery, unreliable transport, lifting injuries and tired and stressed personnel).
  - c) Hostile acts (Improvised Explosive Devices (IEDS), land mines, direct and indirect fire, air attack, Chemical, Biological, Radiological and Nuclear (CBRN) weapons, and exposure to other radiation sources).
- **C.5.2** The relative austerity of the living and working environments in an OA, PJOB and other areas designated by PJHQ may exacerbate the environmental and H&S strains.
- **C.5.3** These risks may be less likely for some operations and some Deployment locations. Irrespective of location within the OA, PJOB and other areas designated by PJHQ, history includes many examples of HQ or support area staff (including visitors or short term CONDO Personnel) that have been unable to cope with the unexpected events that are all too common in today's operational environment.
- **C.5.4** The medical facilities in the OA, PJOB and other areas designated by PJHQ are designed to support UK military personnel who have all passed a common medical standard. It is therefore important that Contractors aim to achieve a common level of medical preparation. The MOD will have difficulty providing facilities to treat Contractor's CONDO Personnel who become an unnecessary burden on the medical system through lack of preparation.
- **C.5.5** Equipment and medical supplies are aimed at dealing with known endemic diseases and trauma and do not cater for the provision of medication for ongoing health conditions such as asthma, diabetes or hypertension. CONDO Personnel are therefore responsible for their own supply of known required medication and prophylactics. Contractors are reminded that GP's can only supply 3 months of medicine and that the rest would have to be sourced privately. Contractors should also be aware of local and transit nation laws relating to the carriage of pharmaceuticals both prescribed and commercially available in the UK.

# C.6 CONDO Medical and Dental Assessment

It is essential that a medical and dental assessment and examination is undertaken for CONDO Personnel prior to deployment. The assessment and examination should be conducted by a doctor or specialist occupational health nurse. As a minimum, a review of relevant inoculations and the provision of health warnings should be included for all CONDO Personnel. This information is extracted from the MOD Civilian staff Civilian Operational Deployment Assessment (CODA) which is based on the normal military assessment.

# C.7 Frequency

An assessment is valid for 12 months and requires a paper review and possible brief reassessment prior to any actual Deployment to check that nothing has changed and that appropriate vaccinations are complete. It is suggested that the Contractor considers similar review arrangements.

#### **C.8** The Medical Assessment

- **C.8.1** A medical assessment is required to have been conducted for all tasks and refreshed annually. The assessment should ensure inoculations will remain effective for the duration of the Deployment and highlight any known problems to the employer.
- **C.8.2** Medical standards and assessments per se cannot be absolutely prescriptive unless laid down by Statute. This means, therefore, that some latitude is allowed in order that a functional approach may be made. In broad terms, assessments should be carried out by health practitioners with knowledge and experience of the duties, work and climatic conditions experienced when Deployed on operations. It should be born in mind that there may be difficulties in the provision of medication while in an OA, PJOB and other areas designated by PJHQ (even an individual's own medication may be lost and quick replacement will probably be impossible) so most conditions requiring regular medication will not be considered compatible with operational Deployment.
- **C.8.3** For contracted CONDO tasks that require physical work it will be appropriate to undertake an assessment of physical capacity, general strength of upper and lower limbs and mobility. Whatever the working environment an assessment of hearing, visual acuity and emotional stability will be appropriate. The following provides guidance in relation to some of those assessments:
  - a. Visual Acuity Should be able to see 6/9 in the best eye and 6/12 in the worst eye and read N 12 at 38 cm with both eyes with spectacles if necessary. The need for any particular level of colour vision (and higher levels of visual acuity) will depend more on job requirements than type of Deployment.
  - b. Hearing Acuity Audio testing with a sound booth is required for the hearing test. The sum of hearing levels in dB in the lower frequencies (0.5, 1 and 2kHz) should not be worse than 84dB and/or the sum of hearing levels in dB in the higher frequencies (3, 4 and 6 kHz) should not be worse than 123 dB.
  - c. Cardio-vascular System Any cardiovascular condition that is likely to lead to impaired consciousness, shortness of breath or chest pain or any condition requiring regular medication must be considered a hazard in an operationally Deployed civilian. A history of the following conditions would result in not recommending Deployment: angina, cardiomyopathy, claudication, hypertension with systolic >160 and/or diastolic >90, pacemaker, sick-sinus syndrome, second or third degree heart block, toxic myocarditis (viral myocarditis is acceptable if fully recovered) ventricular tachycardia or fibrillation, coronary angioplasty or by-pass graft, valvular heart disease.
  - d. Respiratory System - The term asthma must be treated with caution and a clear picture of the symptoms experienced should be obtained. Its meaning can vary from slight bronchospasm presenting as a cough, with perhaps wheeziness with collTS, a very common situation in childhood, to serious wheezing attacks with considerable incapacity. Individuals who have only made occasional use of inhaled medication over the last two years and whose lung function tests are within the normal range are acceptable. If there is a history of oral (not-inhaled) steroid therapy for other than discrete episodes of asthma associated with a chest infection and/or lung function is < 80% of expected then they should not be recommended. In cases of chronic obstructive lung disease, if lung function is < 80% of expected they should not be recommended. Anyone with a history of restrictive lung disease or more than one pneumothorax should not be recommended. Anyone who has had a pulmonary embolus needs careful assessment of the circumstances and chances of recurrence. A history of a malignant lung growth is cause for not recommending (even if successfully removed).

- e. Endocrine System Although in recent years there have been significant advances in the diagnosis and treatment of endocrine disorders that have helped prevent the acute extreme presentation of some of these conditions and reduce the longer-term complications, the problems of ensuring adequate provision of medication, regular meals and a controlled diet and fluids in an operational theatre make these conditions a cause for not recommending, except to benign environments where it can be controlled.
- f. Gastro-intestinal System As with endocrine disorders, the fact that meal times, fluids and dietary content cannot be relied upon and toilet facilities may be primitive or non-existent, disorders of the gastro-intestinal tract will probably be a cause for not recommending. Conditions leading to not recommending would include: Crohns disease, gastric or duodenal ulcer, chronic gastritis, more than one attack of pancreatitis, ulcerative colitis, and spastic colon. Bowel malignancy, colostomy or ileostomy or significant hernia (femoral umbilical or inguinal) should also not be recommended. IBS Irritable bowel is very common and as such would be difficult to exclude and should be reviewed on a case by case basis.
- g. Genito-urinary System –A history of renal failure, recurrent renal colic or need for dialysis are contra-indicated. Conditions resulting in incontinence, urgency or frequency should not be recommended in view of the potential of inadequate toilet facilities. Significant dysmenorrhoea or menorrhagia are not compatible with Deployment to operational theatres.
- h. Musculo-skeletal System Individuals with evidence of active arthritis and/or collagen disorders should not be recommended, as should individuals who have had any significant surgical interventions. Those with internal fixation of upper or lower limb fractures should be considered very carefully until removal of the 'metal work'. Anyone with evidence of vertebral body, disc or any other spinal degeneration or a significant history of low back pain should not be recommended. Mobility should, as a minimum, be sufficient to allow quick and easy entry or exit into/out of confined spaces such as a bomb shelter, military vehicle, helicopter or aeroplane.
- i. Nervous System Individuals who have a history of fits, syncopal attacks or unprovoked giddiness, or medication for any of these conditions during the last five years should not be recommended, as should anyone with a history of Cardiovascular Aneurisms (CVA), progressive neurological disorder or severe recurrent migraine.
- j. Skin Conditions Extensive skin disease is not compatible with Deployment into OA, PJOB and other areas designated by PJHQ. Specific conditions that should not be recommended are: severe acne especially on the back, widespread eczema/dermatitis especially on hands and feet, anything other than mild psoriasis, photosensitive or photoaggravated dermatoses and cold related dermatoses. Conditions that may be aggravated by Deployment such as athletes' foot, corns and plantar warts should be considered carefully.
- k. Mental Health Anyone with a history of a psychiatric disorder requiring admission to hospital and/or medication for 3 months or more (except non-recurrent reactive depression) should not be recommended.
- I. Dental The individual will need confirmation from their own dentist that all outstanding dental needs have been met and that the individual is unlikely to present as a dental emergency case in the ensuing 6 months. The following may be helpful information for civilian dentists and should be copied as an information sheet for individuals to take to their own dentist prior to assessment.

"Extensive dental disease which has not been treated or stabilised is incompatible with m. operational Deployment. The operational environment has adverse effects on individuals' abilities to maintain adequate oral hygiene. In addition, stress, irregular meals and changes in diet may aggravate oral disease. Those with a history of high dental disease rates, irrespective of whether or not they are currently 'treated', should not be recommended for operational Deployment unless a period of stability with little or no disease progression over Similarly those having recently the past six to twelve months can be demonstrated. completed endodontic or other complex treatment should not be recommended for at least two months from completion of that treatment. Complicated fixed prostheses, particularly those borne wholly or partially on implants, should be carefully assessed for risk of failure, as subsequent treatment may not be available in a theatre of operations. The key dental factor in determining an individual's suitability for operational Deployment is whether or not their oral condition presents a high risk of causing morbidity during Deployment. Where cases of doubt exist a second opinion should be sought from a dental surgeon with experience of the military operational environment".

# C.8.4 General Physical Standard

The CONDO individual's general physical development, his/her fitness capacity and his/her potential to acquire physical stamina should be assessed to determine whether the individual is able to perform the role. The Contractor may wish to review the CONDO individual for full blood count, kidney, liver function, glucose and cholesterol and Blood Group (if not known) (www.bloodcare.org), blood pressure, urine and body mass index to ensure that the CONDO Personnel is medically suitable and healthy to Deploy.

#### C.8.5 Climatic Restrictions

For CONDO Personnel with disabilities which normally remain stable in temperate climates, but which might cause breakdown in tropical or cold climates (e.g. chronic otitis externa, chronic suppurative otitis media, hyperhidrosis, severe ichthyosis, sprue, Raynaud's phenomena and non-freezing cold injury), it is important that a higher and lower temperature limit is considered to ensure those individuals are not Deployed to regions where their condition may be adversely affected. Germany, for instance, is considered a cold climate during the winter months. Previous Heat Illness or non-freezing cold injury may exclude recommendation on some Deployments according to expected climatic conditions.

# **C.8.6 Vaccinations**

# **C.8.6.1** The following vaccinations are recommended;

- a. Where CONDO Personnel are required to Deploy, they are recommended to keep the following up to date: Polio (lasts 10 years), Tetanus (10 years the DoH recommendation of a total of 5 vaccinations during lifetime does not apply), Diphtheria (10 years), TB (BCG scar or test to see if required), Hep A (10 years if initial course completed), HEP B (3 Hep B day 0, day 7 and Day 21), Typhoid (3 years) and Yellow fever (10 years requires international vaccination certificate). Change to live vaccines must be given on the same day or at least 3 weeks apart (i.e. MMR, chickenpox).
- b. Additional pre-Deployment vaccinations based on actual Deployment location will be advised to contractors in the MWN or the OSI.

- **C.8.6.2** Some vaccinations are not immediately effective whilst others cannot be given within three weeks of each other (i.e. Yellow Fever and Polio) and it is obviously preferable to minimise the number of vaccinations that have to be given in the few days before Deployment. Therefore, vaccination courses need to be planned for well in advance of Deployment.
- **C.8.6.3** Anybody can refuse to have vaccinations. However, CONDO Personnel who refuse an essential vaccination may not be Authorised to Deploy to any area where there is a significant risk.

## C.9 Anthrax

Anthrax vaccinations take 6 months before they become fully effective (however, a considerable level of immunity is reached after the 3rd injection – 6 weeks) so it essential that vaccinations are considered prior to Deployment. It is MOD policy that anthrax vaccinations should be voluntary and all recipients must watch an informative video before agreeing to have the vaccination. To obtain Anthrax vaccine contractors will need to contact PJHQ-MED-OPS-SO1 at the number below, as Anthrax is not a UK licensed vaccine and the liability will fall to the Contractor's medical officers. To educate Contractors on the purpose of Anthrax, Contractors may request copies of the MOD video through their PCM.

## C.10 Smallpox

Except for health care staff directly involved in patient care, under present and developing MOD vaccination policy it is extremely unlikely that a Deployed civilian will require smallpox vaccination. In the very rare cases where it is recommended that a CONDO Personnel does have smallpox vaccination, this will be advised to the contractor by the PCM. Contractors should note that technical training is required in the administration of smallpox vaccine.

# **C.11 Questions**

In the event that the Contractor has any questions the point of contact for queries concerning medical and dental assessments should be Permanent Joint Headquarters Medical Operations Staff: PJHQ-MED-OPS-SO1, 01923 955441.

#### Annex D

## D.1 CONDO Pre-Deployment Training Guidance

**D.1.1** Training is a critical element of risk mitigation. For the Authority it ensures all CONDO Personnel on a Deployment or in an area designated by the PJHQ as specified in the contract understand the issues, threats, responses and collective actions (and force protection measures) expected to maintain the operational effectiveness in an operational theatre. For the Contractor, as the employer, it is an essential element of personal and corporate risk management and mitigation both in terms of the physical and psychological awareness of the risks faced by employees on a CONDO Deployment.

# **D.2** Delivery Means

- **D.2.1** The Contractor/Employer is responsible for sourcing training either from within their own organisation or from a third party provider to deliver the necessary CONDO Training. It is the responsibility of the Contractor/Employer to ensure the efficacy of the training and that the Training Competencies articulated in this Annex will be achieved by Personnel completing any training. ADS, as the representative of the Defence Industry Trade Association, maintains a list of training providers that meets the ADS accreditation standards for CONDO PDT.
- **D.2.2** The Authority will not validate any training but reserves the right to remove from any Deployment any Personnel whose training and familiarity with procedures that are covered within the Training Competencies are found to be incomplete and/or likely to compromise the collective force protection and safety measures in place.

#### D.3 Training Governance.

- **D.3.1** The Training Competencies expressed in this Annex are owned by the SO1 J4 CSO, PJHQ as a standing member of the Individual Pre-Deployment Training Working Group (IPDT WG). Recommendations for amendments to the Training Competencies should be fed to the DSCOM CMC for consolidation prior to passing to PJHQ.
- **D.3.2** Measurement of the efficacy of training procured and delivered against these Training Competencies is the sole responsibility of the Contractor/Employer. The Contractor/Employer is responsible for any External Validation of training delivered and should engage with ADS over PDT standards where training has been delivered either by the Contractor or by an accredited 3<sup>rd</sup> party provider.

## **D.4 Training Currency**

- **D.4.1** The criteria for the refresh rate of CONDO training are:
  - a. For contractors permanently Deployed in a geographical area for more than 2 years:
    - (i) a complete CONDO IPDT package prior to Deployment and every two years, and
    - (ii) a refresher training package at each intervening 12 month point.
  - b. For contractors periodically Deployed in a geographical area:
    - (i) a complete CONDO IPDT package prior to Deployment, and
    - (ii) a refresher training package is to be completed on an annual basis.

#### D.5 TRAINING COMPETENCIES CONDO IPDT PACKAGE

# D.5.1 Training Competency One (TC 1) – Roles and Responsibilities.

**D.5.1.1 General Description**. To explain the principles of the employment of CONDO and the roles of the Military Command Chain as it relates to a CONDO task and the interactions between the Military, MOD Acquisition and Contracted Company to enable a CONDO task.

# D.5.1.2 Competencies

- EC 1. Demonstrate understanding of the guiding principles of CONDO.
- EC 2. PJHQ (or relevant Single Service HQ<sup>1</sup>) as the Authorising HQ.
  - (a) The role of the Operational Commander and the requirement for the PJHQ staff to authorise the CONDO task **and** the CONDO Personnel prior to deployment.
  - (b) The role of the Authorising HQ in providing pre-deployment information Operational Specific Information, Medical Warning Notices and other pertinent information regarding threat and the requirements for non-work related personal protective equipment (PPE).
  - (c) The role of the Authorising HQ in designating CONDO Personnel as Civilians Subject to Service Discipline (CSSD) under the Armed Forces Act 2006 (AFA 06).
- EC 3. Local Military Commander (LMC) relating to their responsibilities for:
  - (a) Discipline as the designated Commanding Officer under the AFA 06.
  - (b) Administration covering Personnel reporting and Personnel tracking using JPA Move & Track.
  - (c) Local infrastructure real life support provisions and entitlements.
  - (d) Force protection.
  - (e) Health and Safety.
  - (f) Appropriate information provision and briefing.
  - (g) Medical & Emergency Dental Support.
- EC 4. DSCOM CONDO Mounting Cell (CMC) relating their role:
  - (a) Ownership of the Defence process for force generating/mounting contractors.
  - (b) Clearing tasks and Personnel to deploy on behalf of PJHQ.
  - (c) Booking all deployment flights for Contractors on initial deployment.
  - (d) Creating and Issuing appropriate ID cards for all Contractors.
  - (e) Creation of JPA accounts for all Contractors deploying to enable JPA Move & Track.
  - (f) Manage personal information held on CONDO Personnel in line with the Data Protection Act.

<sup>1</sup> ibid

- EC 5. Theatre Contractor Management Staff/Cell (TCMC)
  - a) Responsible to the LMC for:
    - (1) The administration of all contractors on the Deployment, including Personnel reporting and Personnel tracking utilising JPA Move & track, medical incident reporting.
    - (2) Provision of appropriate information and briefings to all contractors on the Deployment.
    - (3) Where appropriate and necessary, booking Authority provided redeployment flights.
    - (4) Where appropriate and necessary, booking Authority provided Rest and Recuperations (R&R) flights.
    - (5) Advice to LMC staff on cost recovery for use of non-entitled services and facilities.
    - (6) Manage personal information held on CONDO Personnel in line with the Data Protection Act.
- EC 6. The PT's Commercial Manager (CM) is the MOD representative officer with Authority to commit the Department and accept liability on behalf of the Department for costs and services articulated in the Contract.
- EC 7. The Project CONDO Manager (PCM) is responsible for:
  - (a) The Contract Statement of Work (SOW) and associated performance management.
  - (b) Provision of relevant and current Operational Specific Information and Medical Warning Notices to their contractors.
  - (c) Completion of CONDO Form 1 seeking Authority to Deploy a CONDO task.
  - (d) Providing all necessary information to support the authorisation of the task and individuals who will deliver the task to the CONDO Mounting Cell.
  - (e) Where necessary providing non-work related PPE to the contractor.
- EC 8. The Designated Officers Representative (DOR, formerly ITS) is responsible for the supervision of the Contract in the deployed space. The DOR is to manage, on behalf of the PCM:
  - (a) The delivery of contract outputs
  - (b) Oversee the use of GFE provided through the Contract
  - (c) Report contract delivery/performance management data
  - (d) Advise the PCM of any requirements for Contract Action/Amendment
  - (e) Advise the PCM and Local Military Commander of any requirements to change the Expected Work Locations as defined in the contract.

# D.6 Training Competency Two (TC 2) – Regional Awareness.

**D.6.1 General Description**. To describe the overarching political, geographic, cultural and meteorological issues that will affect the CONDO deployment.

## D.6.2 Competencies

- a. Political Issues. To be able to name and describe the MOD mission which the CONDO task supports.
- b. Geographic issues. Name Expected Work Locations, the geographic issues affecting the area of Deployment and describe the general International and geographic boundaries of the Deployment.
- c. Cultural Issues.
  - (i) Be able to describe activities, material and mannerisms which are forbidden on the Deployment
  - (ii) Be able to describe those activities, material and mannerisms which would be offensive to local nationals and hence undermine the UK MOD Mission.
  - (iii) Identify cultural symbols and icons relevant to the Deployment.
- d. Meteorological Factors. Understand the climatic conditions in the Deployment area and the effects these have on Personnel and equipment.

# D.7 Training Competency Three (TC 3) – Medical Factors, Capabilities and Actions relating to the CONDO task.

**D.7.1 General Description**. The Contractor's Employee must know the medical facilities on the deployment, the actions to be taken when faced with a medical emergency, their employer's responsibilities for evacuation and the sources and impacts of stress on deployment and post deployment.

# D.7.2 Competencies

- EC 1. Demonstrate knowledge of the basic medical and dental fitness standards required pre-deployment including the need for knowledge of blood type and deployment with skeletal medical records.
- EC 2. Describe the medical facilities available to support Personnel on the Deployment including primary health and emergency dental care. This is to include the medical emergency response capabilities.
- EC 3. Describe the medical risks and preventative measures relating to the environmental and climatic factors affecting the Deployment.
- EC 4. Demonstrate awareness of basic incident response and control procedures
- EC 5. Demonstrate basic first aid skills to cover a minimum set of:
  - (a) Dealing with severe bleeds and use of Tourniquet and First Field Dressing.
  - (b) Placing unconscious casualties in the recovery position.
  - (c) Basic Life Saving (BLS).
  - (d) Use of Morphine COMBIPEN where issued and the rules for accounting for morphine.
- EC 6. Describe the Employer's responsibilities and actions with regard to emergency evacuations including but not limited to, Casualty Evacuation, Compassionate Evacuation and Repatriation of the deceased.
  - (a) Requirements for Corporate and Personal health and accident insurance to be covered.
- EC 7. Describe the sources and symptoms of stress on deployment and the counselling sources available whilst Deployed and post Deployment; responsibility for post Deployment stress management and assessment lies with the employer.

# D.8 Training Competency Four (TC 4) – Safety and Security Procedures

**D.8.1 General Description**. The Contractor's Employee must understand the safety issues on Deployment and the requirements for personal and collective security and force protection.

# D.8.2 The Contractor's Employee must know:

- a. Basic safety factors affecting their Deployment.
- b. How to use PPE provided by the Authority in line with para 6.1.19.
- c. Local security concerns relevant to the country/area within which they will work.
- d. Reporting requirements for security incidents.
- e. Matters relating to personal security.
- f. The MOD Security States and related threat states and the actions required for each State are normally laid down in the OSI (on the basis that OSI is unclassified and issued to contractors). Specific levels as laid down in JSP 440 are:
  - (i) Categories of risk (High / Moderate / Low) JSP 440 pg 7-1-1-15 refers.
  - (ii) Threat assessments (Critical / Severe / Substantial / Moderate / Low) JSP 440 pg 7-1-1-13 refers.
  - (iii) Counter Terrorism Response levels (Normal / Heightened / Exceptional) which replaced the Bikini levels JSP 440 pg 7-1-3-3 refers.
- g. Take the correct Actions in response to:
  - (i) Indirect Fire Attacks.
  - (ii) Intruders.
  - (iii) Discovery of unattended and unidentified packages.
  - (iv) Discovery of Improvised Explosive Devices/Unexploded Ordnance (IED/UXO).
  - (v) Capture/Hostage taking.

# D.8.3 Competencies

- EC 2. Describe the safety factors affecting the Expected Work Location and accommodation whilst on deployment.
  - (i) To include acknowledgement and implications that UK HASAW legislation extends to UK Military Deployments.
  - (ii) MOD perspective of H&S on Ops.
- EC 3.. Recognise that the UK Military has the lead for all Force Protection (FP) matters, discharged through the LMC. This may utilise a plethora of FP solutions including:
  - (i) FP measures as described in the relevant OSI.
  - (ii) MOD security & threat states.
  - (iii) The actions required when states change.

#### EC 4. PPE.

- (i) Show awareness for the process for PPE issue.
- (ii) List and identify the PPE issued/specified in OSI for their Deployment.
- (iii) Demonstrate that they can adjust and fit the relevant PPE for the CONDO deployment.
- (iv) Describe the checks necessary and how to report any identified faults relating to their personal PPE.
- EC 5. Describe the local security threats<sup>2</sup> and factors that may be faced during their Deployment. To cover where appropriate threats from Criminality, local and global terrorism, enemy action, Hostile/Foreign Intelligence Services (H/FIS), subversive elements. Including the following subjects:
  - (i) Demonstrate knowledge if the need for, and familiarity with Business Travel Awareness for the Deployment, particularly important where commercial accommodation, hire vehicles and taxis will be used.
  - (ii) Threats to movement by vehicle/platforms (sea, land, air) and on foot.
  - (iii) Situational Awareness.
  - (iv) Contractors risk/threat assessment.
- EC 6. Understand and describe the requirements and means of reporting:
  - (i) Security incidents including suspicious activity and suspicious approaches.
  - (ii) IED/UXO/Weapons finds
- EC 7. Describe the factors affecting personal security, to cover but not limited to:
  - (i) Op MINIMISE (where appropriate to the Deployment) and its impacts upon personal communications.
  - (ii) The need for CONDO Personnel to submit information in support of Security Checks.
  - (iii) The need for CONDO Personnel to receive and be responsible for the security of their CONDO ID Card (UKN) or CONDO Travel Card (TCN).
  - (iv) The awareness of the potential for personal and vehicle searches in line with the orders of the Local military Commander and local Standing Orders & Instructions.
  - (v) The reasons for Contractor Personnel to easily identifiable as employees and to be distinct from military members of the force they are accompanying in accordance with their Non-combatant status under the Geneva Conventions.
  - (vi) Understand that contractor's Personnel are not permitted to carry weapons in accordance with their Non-combatant status under the Geneva Conventions.
  - (vii) Understand the potential threats associated with use of social media  $^{3}$  on Deployment.
  - (viii) Recognise that in providing personal information to the MOD as part of the Authorisation and Deployment process, the MOD will manage personal information in line with the Data Protection Act.

<sup>&</sup>lt;sup>2</sup> Note: EO3 will be supplemented by relevant timely and time sensitive information included in any RSOI Brief on arrival on Deployment

<sup>&</sup>lt;sup>3</sup> Facebook, Twitter, Myspace, Tumblr, Picassa, Instagram, et al.

- EC 8. Describe and demonstrate that they are able to carry out the necessary actions in response to:
  - (i) Indirect Fire Attacks (IDF) (OP TESSERAL).
  - (ii) Discovery of unattended and unidentified packages (OP WIDEAWAKE).
  - (iii) Intruders (OP ROUNDUP).
  - (iv) Coming under direct fire attack.
  - (v) Discovery of Improvised Explosive Devices/Unexploded Ordnance (IED/UXO) and subsequent reporting.
  - (vi) Abduction/Capture/Hostage taking, including conduct after capture.
  - (vii) Safe extraction upon MINESTRIKE/mine discovery.

# D.9 Training Competency Five (TC 5) – Life on Deployment

**D.9.1 General Description**. Life on Deployment can be very different to the routine of living in the UK or any Western European Country. The minutiae of looking after oneself can easily detract from delivering the effect Contracted for. This TC is to deal with the elements of difference between life in the UK and that whilst deployed as well as addressing some of the pertinent issues relating to the provision of Operational Welfare Support.

# D.9.2 Competencies

- EC 1. Describe the modes of transport, to/from and within the deployment and the constraints the transport to/from deployment by Air imposes on personal luggage allowances.
- EC 2. CONDO Personnel are to demonstrate knowledge of the general principles of travelling on rotary and fixed wing aircraft, including:
  - (i) pre-flight checks/briefs and PPE requirements.
  - (ii) boarding drills.
  - (iii) banned cargo/Dangerous Air Cargo.
- EC 3. CONDO Personnel are to demonstrate knowledge of basic convoy procedures in regard to Land Transportation moves.
- EC 4. Describe the types of accommodation to be used on Deployment to include means of feeding and laundry where appropriate and understand whether services are to be supplied by the MOD, at Contractors own cost or on a fill-up/availability basis from the MOD.
- EC 5. Be able to assess the factors impacting upon personal hygiene and articulate the consequences of poor personal hygiene.
- EC 6. Describe the provision of Operational Welfare Support applicable to the deployment and, where appropriate to the deployment, particular emphasis upon the provision of Welfare Internet & telephone access through the Paradigm Welfare system.
- EC 7. Recognise the cultural differences of working on Deployment alongside Military Personnel, Civil Servants and 3rd Sector (NGO) Personnel.
- EC 8. Understand cultural sensitivities and be able to detect and deter an Insider Threat.
- EC 9. To identify the personal environmental implications appropriate to the deployment to include where appropriate:
  - (i) Personal clothing/attire appropriate to the prevalent environmental conditions— to recognise and comply with the need to maintain distinction as a non-combatant and hence not wear military attire.
  - (ii) Water Treatment.
  - (iii) Personal medication.
  - (iv) Personal IT/mobile phones/Portable Electrical Devices (PED) and the potential restrictions on carriage/use.
- EC 10. Demonstrate knowledge of the eligibility for medals and the thresholds for medal eligibility.
- EC 11. Demonstrate understanding of MOD restrictions regarding engagement with the Media. All Personnel including CONDO are only permitted to engage with the Media when approved by the MOD. All contact with the media is to be cleared through the local Defence Media and Communications (DM&C) Staff.

# D.10 Training Competency Six (TC 6) – Discipline and the Legal Construct to the Deployment

**D.10.1 General Description**. UK Military forces when deployed operate under UK Law and a number of complementary International Laws. This TC ensures that Contractors understand the legal construct underpinning the deployment and the legal constraints and freedoms that this places upon them.

# D.10.2 Competencies

- EC 1. Understand the principle that Contractors employees could be subject to concurrent jurisdiction Employer, MOD and Local HN Authority.
- EC 2. Appreciate International Law, and Protocols applicable to their Deployment. To cover:
  - (i) Law of Armed Conflict; particular emphasis to be placed upon combatant/non-combatant status and the rules preventing carriage of weapons.
  - (ii) MOU/SOFA/Technical Agreements as the foundation for Military presence in a country and extension of UK Law to constituent parts of 'the Force'.
- EC 3. Understand the principles within the Armed Forces Act 2006 and Designation of CONDO Personnel as Civilians Subject to Service Discipline in the following areas:
  - (i) CONDO Personnel should understand the rationale for their Designation as Civilians Subject to Service Discipline.
  - (ii) CONDO Personnel are required to comply with the Standing Orders and Instructions of the LMC. CONDO Personnel are to demonstrate that they recognise the implications of this requirement and the potential consequences for Contract Performance.
  - (iii) CONDO Personnel should be able to describe the Offences under the AFA06 that apply.
  - (iv) CONDO Personnel need to be aware that routine corporate discipline processes under UK Employment Law will also apply. MOD will where possible defer matters of minor ill-discipline to employers to address and will provide documentary support to employers internal discipline processes.
  - (v) CONDO Personnel need to be aware that they will be subject to the HN SOFA/MOU/TA signed by UK HMG, NATO or a Coalition Force or in instances where there is no SOFA/MOU/TA, HN Law and the implications thereof.
- EC 4. UK Legislation and the extension of UK jurisdiction to those Personnel deployed as part of 'the Force'.

# D.11 Training Competency Seven (TC 7) – Maritime Deployment Training Requirements ONLY TO APPLY TO MARITIME DEPLOYMENTS

**D.11.1 General Description**. Some maritime support CONDO tasks may require Personnel to remain embarked whilst the Ship is deployed at sea. In such cases there are additional training competencies required to ensure familiarity with the Ship and the procedures to be enacted in the event of fire or damage control events. These competencies are outlined in BR2170 Volume 1 Chapter 37.

# D.11.2 The Contractor's Employee must know:

- a. His/her respective Category for awareness of Damage Control and Fire Fighting (DC&FF) as laid out in BR2170 Vol 1 Ch 37.
- To expect to receive sea safety briefs as listed below.
- c. Contractors embarked are classed as Category 3 Personnel.

# D.11.3 Competencies

- EC 1. CONDO Personnel are to be clear on the requirement and duration for any embarkation on HM Ships and RFAs. Whilst embarked on an HMS or RFA, they are classified as Category 3 Personnel as defined in 2012DIN07-117 (RN and RFA Surface Flotilla Sea Safety Training requirements). On each occasion of embarking, the ship being visited shall provide:
  - (i) An initial Sea Safety Brief (SSB) within 4 hours of embarkation, which is to follow the format of the Safety of Life at Sea (SOLAS) minimum requirement.
  - (ii) A Comprehensive Sea Safety Brief (CSSB) within 48 hours of embarkation.
- EC 2. CONDO Personnel need to demonstrate knowledge of the requirements for specialist training addressing the need to understand Ship Damage Control and Fire Fighting (DC&FF) drills.

# D.12 Training Competency Eight (TC 8) - CBRN

# [Only To Apply Where A Specific CBRN Threat Is Known To Exist]

**D.12.1 General Description**. Where a known CBRN threat exists there will be a requirement for all CONDO Personnel to be familiar with the alarms & warnings indicating a CBRN attack. The correct responses to such an attack, the need to put on protective equipment and the correct use of medical counter measures including inoculations where offered.

# D.12.2 The Contractor's Employee must know:

- a. The process for the issue of CBRN protective equipment.
- b. Symptoms of a CBRN attack.
- c. Alarms and warnings indicating a CBRN attack.
- d. The correct way to wear CBRN protective equipment.
- e. How immunisation and good personal hygiene contributes to protect against Biological attacks.

# D.12.3 Competencies

- EC 3. CONDO Personnel are to understand the process for the issue of CBRN Individual Protective Equipment (IPE) when a specific CBRN threat exists to a CONDO Deployment.
- EC 4. CONDO Personnel are to be able to correctly identify the symptoms of a CBRN attack; distinguishing between the symptoms experienced as a result of:
  - (i) Chemical Attack (Blister/Nerve/Blood Agents; persistent and non-persistent).
  - (ii) Biological Attack.
  - (iii) Radiological/Nuclear Attack.
- EC 5. CONDO Personnel are to correctly identify the differing types of audio and visual alarms which may be triggered in the event of a CBRN attack being detected.
- EC 6. CONDO Personnel are to practically demonstrate that they are capable of putting on CBRN IPE in the event of an elevation of the threat of a CBRN attack or in response to a CBRN attack being detected.
- EC 7. CONDO Personnel are to be able to carry out the personal decontamination drill following a liquid agent attack.

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