



Ministry  
of Defence

# **An Overview: Single Source Procurement Framework**

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## Contents

<b>1. Introduction</b>	<b>2</b>
1.1 Why is the SSPF being introduced?	3
1.2 How is the SSPF different from the way we currently work?	3
1.3 What is the legal basis of the SSPF?	4
<b>2. Qualifying contracts</b>	<b>5</b>
2.1 Which contracts will be affected by the SSPF?	5
2.2 Which contracts will be excluded?	5
2.3 Can contracts be exempted?	5
2.4 Does the framework affect sub-contracts?	5
2.5 How does the SSPF affect contract amendments?	5
<b>3. Pricing</b>	<b>6</b>
3.1 How are contracts priced under the SSPF?	6
3.2 Allowable Costs	6
3.3 What must each party do when pricing a qualifying contract?	6
3.4 Profit	7
3.5 How is profit calculated under the SSPF?	7
3.6 Cost recovery through rates	8
3.7 Efficiency targets	8
3.8 Contract monitoring	8
3.9 Protection against excessive profits and losses	8
<b>4. What are the reporting requirements?</b>	<b>9</b>
4.1 Reports	9
4.2 Reporting Requirements – Start of Contract	9
4.3 Reporting Requirements – During the Contract	10
4.4 Reporting Requirements – End of Contract	10
4.5 Proactive notification	10
4.6 Timeline of contract reports	11
4.7 Are there any open book rights?	11
<b>5. Confidentiality</b>	<b>12</b>
5.1 Who will mark the information as sensitive?	12
5.2 Where can I find a list of ‘permitted disclosures’?	12
5.3 What will happen if protected information is disclosed?	12
<b>6. Single Source Regulations Office (SSRO)</b>	<b>13</b>
6.1 What is the role of the SSRO?	13
<b>7. Single Source Advisory Team (SSAT)</b>	<b>14</b>
7.1 What are the SSAT’s objectives?	14
7.2 When can the SSAT issue a compliance notice?	14
<b>8. Summary</b>	<b>15</b>

# An Overview - Single Source Procurement Framework

## 1. Introduction

Single source procurement (non-competitive) within the MOD is worth over £6 billion annually, accounting for around 45% of our total procurement<sup>1</sup>. Single Source procurement comes about either where there is only a single provider or where there are very strong reasons for maintaining a national capability. In the absence of competition from a potential alternative supplier, value for money (VFM) can often be at significant risk. Suppliers can set prices without the worry of being under-cut by competitors, meaning they can be confident of follow-on work even when performance and efficiency is poor. There is, consequently, less pressure on the supplier to promote innovation or to drive efficiencies.

MOD has used the same single source pricing framework since 1968, known as the Yellow Book<sup>2</sup>. This has remained largely unchanged since its introduction, despite huge shifts in the industrial landscape and procurement approaches. Moreover, the Yellow Book system is not legally-binding on either side and lacks an effective mechanism for producing compliance from the suppliers or in protecting the interests of the MOD. In addition, it only covers supplier profits and overhead costs which amounts to only about 40% of the total value of contracts

Following an independent review<sup>3</sup> of the current system by Lord Currie in 2011, the Government produced a White Paper (Better Defence Acquisition, 2013) which recommended strengthening the MOD's arrangements for single source procurement. This formed the foundations for Part 2 of the Defence Reform Act 2014 ([DRA](#)) which provides the legislative base for these new arrangements.

The new Single Source Procurement Framework (SSPF) for defence contracts is now being established. The SSPF has two main components:

- a) New regulations governing single source contracts and suppliers Part 2 of the DRA and the Single Source Contract Regulations 2014 ([SSCR](#)) which are due to commence in December 2014 as well as statutory guidance; and
- b) The creation of an arms-length independent body known as the Single Source Regulations Office ([SSRO](#)), which will manage and monitor the framework as well as producing its own guidance, such as defining "Allowable Costs".

Not all MOD single source contracts will fall under the new framework. It is not retrospective and some contracts (see para 2.2) will be excluded, for example, where they involve the agreement of foreign governments. In addition, the contract must meet the criteria of being a Qualifying Defence Contract (QDC) or Qualifying Sub-contract (QSC). However, when a contract is **not** a QDC, it will be MOD policy to seek to make use of the same principles and mechanisms negotiated through contract conditions.

This document aims to give you an initial overview of the SSCR and explain how the new arrangement differs from the current system. More comprehensive guidance regarding the new legislative arrangements can be found on the [Commercial Toolkit](#).

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<sup>1</sup>The average is based on data from the 2007/8, 2008/9, 2009/10, 2010/11 and 2011/12 Financial Years

<sup>2</sup>The Yellow Book's formal title is 'The Government Profit Formula and its Associated Arrangements'

<sup>3</sup>[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/35913/review\\_single\\_source\\_pricing\\_regs.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/35913/review_single_source_pricing_regs.pdf)

### 1.1 Why is the SSPF Being Introduced?

The MOD is introducing the SSCR to ensure a fair and reasonable price is paid for goods and services in the absence of competition. This will help maximise the provision of capability to UK armed forces and provide better value for money (VFM) for the taxpayer.

### 1.2 How is the SSCR Different From the Way We Currently Work?

Current Yellow Book framework	New Single Source Procurement Regulations
<p><b>Poor focus</b> – the current framework is focussed on profit and overheads but does not adequately cover direct costs, sub-contracted work, or risk which together account for the majority of price build up.</p>	<p><b>Improved focus</b> – new reporting requirements combined with new open book and audit rights will give the MOD far greater visibility of supplier’s costs. The MOD will learn the actual costs to our suppliers of supplying defence equipment and services, with visibility extending through the supply chain to sub-contracts.</p>
<p><b>Inadequate incentivisation of efficiency and rooting out of poor performance</b> – single source suppliers can be confident of follow on work, even if performance is poor.</p>	<p><b>Better efficiency incentives and identification of poor performance</b> – an independently assessed profit rate will be retained and contractors will be incentivised to earn greater profits through cost control. Regular reporting and a statutory obligation to alert the MOD to material events will allow earlier identification of poor performance.</p>
<p><b>Poor transparency once on contract</b> – although some contracts obtain transparency provisions, others do not. The position is inconsistent across the defence sector and suppliers are sometimes able to hide poor performance and obtain inappropriate levels of profit.</p>	<p><b>Improved transparency through open book rights and reporting requirements</b> – mandated, statutory reporting on a regular basis will apply across all contracts and suppliers to which the legislation applies. This will be a step-change in the data that the MOD receives, correcting the informational disadvantage uncovered by Lord Currie’s review.</p> <p>Suppliers will have a statutory obligation to report any material events / circumstances that will affect the contract delivery.</p>
<p><b>Potential over-recovery of over-heads</b> – a lot of single source pricing uses forward looking rates agreed with the MOD, based on estimated expenditure. Under the current regime it is not easy to assess whether suppliers are over-recovering (i.e. whether the MOD is paying too much).</p>	<p><b>Better scrutiny of overhead recovery</b> – new reports from suppliers will enable the development of defence overhead benchmarks which the MOD can use when negotiating contract prices. Suppliers must demonstrate that their overheads are appropriate and reasonable, and that systematic over-recovery is not occurring.</p>
<p><b>Poor visibility of overhead planning</b> – suppliers can charge overheads without any prior approval or consulting with the MOD about the investment decisions that drive the costs. There is a strong presumption that suppliers can charge the MOD for significant costs (i.e. redundancy costs) even if not on contract.</p>	<p><b>Better visibility of overhead planning</b> – a new reporting process will require suppliers to provide the MOD with greater visibility of current and future over-capacity, or any rationalisation and redundancy plans for those facilities where substantial overhead is recovered through MOD contracts.</p>

Current Yellow Book framework	New Single Source Procurement Regulations
<p><b>Weak governance of the regime</b> - the Yellow Book is managed by an advisory Non-Departmental Government Body, the Review Board for Government Contracts. The Board is very constrained as real change requires MOD and industry consensus.</p>	<p><b>Improved governance</b> – the new legislation has a much tighter compliance and governance regime, with the independent SSRO given responsibility for maintaining a fair, up-to-date framework. The SSRO will be able to make opinions and determinations on a far wider range of issues than the existing Review Board. Matters can be referred to it by the MOD, industry, or jointly. Non-compliance with aspects of the legislation may lead to the imposition of civil penalties.</p>
<p><b>Inadequate protections</b>– a key protection in a voluntary pricing regime like the Yellow Book is whether both parties have complied with the agreement. Under the Yellow Book, the parties typically have to wait until the end of a contract (which could be 10 years or more) before challenging the honesty of pricing assumptions through a ‘post-costing’ exercise. This is an almost impossible task.</p>	<p><b>Stronger protections</b> – new open book rights and more timely checks on whether suppliers have complied with their obligations will provide the MOD with relevant information at the time of pricing. Both parties can make earlier referrals to the SSRO if they believe the statutory pricing rules and guidance have not been adhered to, to their disadvantage. These protections are there for suppliers as well as the MOD.</p>

### 1.3 What is the Legal Basis of the SSPF?

The SSPF is made up of:

- **Primary legislation:** Part 2 of the DRA 2014 relates to Single Source Procurement. The DRA is available online at: [www.legislation.gov.uk](http://www.legislation.gov.uk).
- **Secondary legislation:** the Single Source Contract Regulations 2014 (SSCR). These will be made available at [www.legislation.gov.uk](http://www.legislation.gov.uk) once the secondary legislation has been approved by Parliament (expected December 2014).

Together, these pieces of legislation represent the law that will apply to Single Source Procurement. The law will be supplemented by Statutory Guidance issued by the SSRO and the Secretary of State for Defence (SofS) – the strong presumption is that Statutory Guidance will be adhered to, although this is not a strict legal requirement and there will be an exemption process that will allow the guidance to be set aside on an exceptional basis.

Although the SSCR are expected to commence in December 2014, they will deliver a staggered implementation, with only large value contracts (over £500M) in scope between December 2014 and March 2015, with full implementation from 31 March 2015, as set out below.

## 2. Qualifying contracts

### 2.1 Which Contracts will be Affected by the SSPF?

New contracts are governed by the DRA and SSCR once the latter have commenced and if they meet the criteria to be a Qualifying Defence Contract (QDC). A contract is a QDC if:

- a) it is a contract signed on behalf of the Secretary of State where goods, works or services are being procured for defence purposes;
- b) the contract award is not the result of a competitive process;
- c) the value of the contract is above £5M and signed on or after 31 March 2015<sup>4</sup>; and
- d) it is not an excluded contract (see para 2.2).

### 2.2 Which Contracts Will be Excluded?

The following are excluded contracts, not governed by the legislative framework:

- a) contracts with a foreign government;
- b) contracts for the purpose of intelligence activities;
- c) contracts for the acquisition, management or maintenance of land / buildings; and
- d) contracts made within the framework of a cooperative international defence programme, based on research and development.

### 2.3 Can Contracts be Exempted?

If a contract (or prospective contract) meets the legal criteria of being a QDC, then it is a QDC. The only way in which an eligible contract may not be a QDC is for it to be **exempted** from the law.

The power of exemption is granted by the DRA to the Secretary of State for Defence; the MOD will have a process for seeking an exemption from the Secretary of State.

It is expected that exemptions will only be granted in exceptional circumstances.

### 2.4 Does the Framework affect Sub-contracts?

Under criteria set out in the DRA and SSCR, some sub-contracts will be Qualifying Sub-contracts (QSCs). A QSC is:

- a) a contract made by a supplier, a significant proportion of which is to deliver another QDC or QSC (or prospective QDCs / QSCs);
- b) the contract award is not the result of a competitive process; and
- c) the value of the contract is above £25M.

A supplier with a QDC or a QSC must assess whether any sub-contract they intend to place is a QSC. If it is they must inform the prospective sub-contractor and the MOD internal Single Source Advisory Team (SSAT). See section 7 for more information about the SSAT.

### 2.5 How does the SSPF Affect Contract Amendments?

The SSCR applies to contract amendments of or above £5m, from the date the SSCR commences, expected December 2014. The MOD's requirement may change during the course of a contract, which could lead to amendments of existing contracts. The amendment may be:

- a) of a single source contract placed after December 2014 and already assessed as being either a QDC or a QSC or a Non-qualifying contract. A subsequent contract amendment cannot change the original assessment of whether or not the contract is a QDC or QSC;

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<sup>4</sup> Contracts of value £500m or above are also in scope, if signed on or after the commencement date of the SSCR and before 31 March 2015.

- b) of a single source contract placed before December 2014 (and therefore not a QDC or a QSC), which is amended after December 2014. Such contracts will only become QDCs if both the MOD and the supplier agree that the amendment makes the contract a QDC.

The DRA also covers contracts originally placed under a competitive process but which are subject to amendment after December 2014. Such contracts will only become a QDC if both parties agree that the contract should become a QDC.

When a contract that is not a QDC becomes a QDC following an amendment (with the agreement of both parties), then the contract must be re-priced in accordance with SSCR.

### 3. Pricing

The DRA and SSCR set out how QDCs and QSCs must be priced, so that single source contract prices are fair and reasonable to both parties.

#### 3.1 How are Contracts Priced under the SSPF?

##### Pricing formula

QDCs and QSCs must be priced according to the following formula:

$$Price = (Contract Profit Rate \times Allowable Costs) + Allowable Costs$$

The formula works for all types of contract because ‘Allowable Costs’ may be:

- a) set after costs are incurred and thus based on actual costs;
- b) used to determine a target cost, based on estimated costs; or
- c) used to determine a firm or fixed price, based on estimated costs.

#### 3.2 Allowable Costs

##### Allowable Cost principles

The DRA sets out three principles that determine whether a contract cost is allowable. The cost must be:

- **Appropriate:** the type of cost is appropriate to be recovered through MOD single source contracts;
- **Attributable:** the cost relates to the MOD single source contract; and
- **Reasonable:** the amount of the cost is fair.

The SSRO is responsible for publishing the statutory guidance on Allowable Costs, expected to be known as the SSRO Guidance on Allowable Costs (SGACs). These will provide more details on how the concepts of “appropriate”, “attributable” and “reasonable” should be applied.

#### 3.3 What must each Party do when Pricing a Qualifying Contract?

SUPPLIER	MOD
Generates the price estimate, ensuring that assumptions and forecasts used are fit for purpose.	Asks for and checks the validity and accuracy of any assumptions and forecasts that have been shared by the supplier.
Asks for and checks the validity and accuracy of any assumptions and forecasts the MOD has provided.	Provides the supplier with information materially relevant to setting the price, such as forecast demand.

SUPPLIER	MOD
Adheres to the pricing principle that Allowable Costs are appropriate, attributable and reasonable (i.e. in accordance with statutory guidance, unless the parties consider there is insufficient justification to deviate from the guidance).	Verifies that Allowable Costs are appropriate, attributable and reasonable. Adheres to statutory guidance, unless otherwise agreed.
Provides information necessary to make negotiated adjustments to the contract profit rate, as described below (e.g. Risk, POCO, CSAs).	Negotiates a contract profit rate in accordance with the methodology set out in law.
Keeps records relevant to the agreement of price.	Makes appropriate use of the rights to access relevant records of the supplier.

If the parties have agreed a price **inconsistent** with the pricing principles (i.e. that the cost is appropriate, attributable and reasonable) then they run a financial risk from a possible future financial determination by the SSRO once they are on contract. Both parties have the right to refer the contract price to the SSRO if they believe the price has been agreed on a basis inconsistent with the pricing principles.

**3.4 Profit**

The starting point of the contract profit rate (CPR) is the baseline profit rate (BPR), which is common across all QDCs and QSCs. Certain adjustments must then be made to the BPR to get to the agreed CPR (noting that sometimes an adjustment may be nil). The adjustments should be applied in the order shown and described below.

**3.5 How is Profit Calculated under the SSPF?**

**Profit formula**

***Baseline Profit Rate (BPR)***

***± Risk adjustment***

***– POCO adjustment***

***– SSRO funding adjustment***

***+ incentive adjustment***

***± Capital Servicing Allowances Adjustment***

***=***

***Contract Profit Rate (CPR)***

- a) **BPR** – The BPR will be recommended by the SSRO and will be published each year in the London Gazette no later than 15<sup>th</sup> March, for use from the following 1<sup>st</sup> April. It will be reproduced for convenience in the Commercial Toolkit.
- b) **Risk adjustment** - the BPR should be adjusted by an agreed amount (±25% of the BPR) to reflect the risk that a supplier’s actual costs differ from estimated costs, taking account of other mechanisms that mitigate that risk (e.g. contract type). The SSRO will publish Statutory Guidance to help both parties negotiate this adjustment.
- c) **Profit on cost once (POCO)** – once adjusted for risk, profit will (if necessary) be adjusted to ensure that profit only arises once in relation to a particular element of Allowable Costs (relating to some sub-contracts). The SSRO will publish Statutory Guidance on the POCO adjustment.
- d) **SSRO funding adjustment** – The cost of running the SSRO (estimated £4m/year) will be split between industry and the MOD. Industry’s contribution will be collected through this minor downward adjustment to the CPR. The amount of the adjustment will be calculated and published annually, in the same way as the BPR.

e) **Incentive adjustment** – an adjustment may be awarded at Secretary of State’s discretion, to allow a supplier additional profit as a reward for particular performance. The adjustment cannot exceed 2%, as set out in the SSCR. This 2% must include all performance incentive payments specified in the contract and is expected to only be used in exceptional circumstances. Note that for Target Cost Incentive Fee (TCIF) contracts, this should be based upon the target price (i.e. the 2% incentive excludes any future shareline adjustments).

f) **Capital Servicing Adjustment** – this final adjustment allows suppliers to recover their reasonable costs of capital (whether working or fixed capital) related to qualifying contracts. The framework will retain the current approach, normally agreed by CAAS at a supplier’s business unit level.

### 3.6 Cost Recovery Through Rates

The existing programme between supplier business units and MOD CAAS, for the submission, investigation and agreement of recovery rates for use in single source pricing, will continue. The DRA and the SSCR set out new supplier reporting requirements and timescales which should enable a more efficient and timely rates programme.

The supplier has primary responsibility for ensuring that the costs included in rates claims are Allowable Costs. The MOD has secondary responsibility to ask for, and check, the assumptions and forecasts. Suppliers must also be able to demonstrate that their claims are in accordance with the pricing principles.

### 3.7 Efficiency Targets

One of the main purposes of the new statutory contract and supplier reporting regime is to address the informational disadvantage suffered by the MOD in single source pricing. Over time and through detailed analysis, the MOD will build up a library of indirect cost benchmarks, which will be used as part of the rates agreement process. From these benchmarks, the MOD will be able to identify indirect costs that are at odds with comparable business units, or historic outturns.

If a supplier’s costs are very different from the norm, the MOD will need to understand why. The difference may be legitimate but if after discussion the MOD believes the cause is supplier inefficiency, the MOD will seek to agree appropriate efficiency targets with that supplier.

### 3.8 Contract Monitoring

The Legislation and supporting Statutory Guidance is designed to give the MOD and the SSRO visibility of supplier costs and cost drivers once on contract. This supports greater visibility through:

- a) standard reports provided by the supplier to both the MOD and the SSRO;
- b) a requirement for suppliers to proactively notify the MOD of any material change, or any risk of a change, to either performance, cost or schedule; and
- c) audit and open book rights that allow the MOD access to the records relevant to qualifying contracts and suppliers.

Suppliers are able to include the costs of meeting these statutory reporting requirements within the price of qualifying contracts, providing costs are attributable and reasonable.

### 3.9 Protection against Excessive Profits and Losses

Certain contract types may be subject to a final pricing adjustment for protection against excessive profits and losses (PEPL). The adjustment for PEPL is based on comparing the actual profit rate with the Contract Profit Rate (CPR) used in the pricing formula. Excess profit and losses are defined in the SSCR, as are the sharing arrangements (see Regulation 16 – Final Price Adjustment).

An EXCEL based calculator which calculates the PEPL adjustment will be available on the Commercial Toolkit. If the supplier and the MOD disagree on the PEPL adjustment, either party can refer the matter to the SSRO for a determination.

## 4. What are the Reporting Requirements?

### 4.1 Reports

The DRA and SSCR set out the minimum reporting requirements for qualifying contracts. These can be split into reports due when placing a contract, those due throughout its life and those due at the end of contract.

### 4.2 Reporting Requirements - Start of Contract

#### Contract Pricing Statement

Every QDC and QSC must have a Contract Pricing Statement (CPS) which is submitted to the MOD at or around the time of pricing and records the basis upon which the price of a QDC has been agreed. If either party makes a referral to the SSRO on the basis that pricing principles were not applied, then the SSRO will need the audit trail for the pricing assumptions. This is made up of:

- a) the contract;
- b) the pricing model that was used to determine the price;
- c) the SGAC in force at the time the contract price was agreed; and
- d) the CPS which references of all the pricing assumptions which were used to generate the price.

The CPS is similar to the current Equality of Information Pricing Statement (or EIPS) with two differences:

- a) the content of the CPS will be more tightly defined; and
- b) while the SSCR allow a contractor to submit a CPS within one month of the initial reporting date<sup>5</sup>, it is MOD policy to agree a CPS prior to agreeing a contract price. If the CPS is not submitted within a month, the MOD may issue a compliance notice, which may lead to a civil penalty.

The CPS and the pricing model submitted must be consistent with the price of the contract, or they will not represent an acceptable submission.

#### Contract Reporting Plan

The key purpose of the Contract Reporting Plan (CRP) is to record the statutory reporting requirements and a schedule of the dates on which they must be submitted. It will also be used to record 'up front' agreements such as a description of the Defined Pricing Structure (DPS), a list of the items that will be included in the output metrics and a list of the cost recovery bases relevant to the build up of the contract price that the contractor will use in making the reports.

The CRP should be agreed with the Contractor prior to contract signing. In the event this is not done there is a requirement for the contractor to provide this to the MOD and SSRO within one month of the initial reporting date.

#### Contract Notification Report

Within one month of contract signing, the supplier must provide the MOD and the SSRO with a Contract Notification Report (CNR) – this establishes the contract management baseline and supports the development of benchmark and parametric information.

To allow comparison across comparable projects, the costs in the CNR will be split in a standard way, known as the Defined Pricing Structure (DPS). The DPS will be in statutory guidance published by the SSRO. It will vary according to the nature of what is being procured.

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<sup>5</sup> Initial reporting date is defined as the date of the contract for a new QDC, or the date of amendment for an amended contract.

### **4.3 Reporting Requirements - During the Contract**

#### **Quarterly Contract Report**

For qualifying contracts over £50M in value, the supplier must submit a Quarterly Contract Report (QCR) within one month of the end of each calendar quarter. This ensures a regular, timely update on project performance, e.g. analysis of variances against the baseline.

#### **Interim Contract Report**

The Interim Contract Report (ICR) provides updates to the baseline information for such things as contract deliverables, outputs, payments and DPS price breakdown. While this applies to all QDCs, it is particularly useful for contracts under £50M where a QCR is not required.

You must agree dates for delivery of the ICR with the contractor at the time of contract let and the contractor must record these agreed dates in the CRP. You should link delivery of the ICR to programme milestones.

#### **On-demand contract reports**

You may also request the information described in the CPS, CRP and ICR before the completion date of your contract. Your request must be in writing and you may make more than one request in relation to any contract. While there is no limit on the number of requests you can make for an on-demand report, you should only request such a report when it is appropriate.

### **4.4 Reporting Requirements – End of Contract**

#### **Contract Completion Report**

A supplier must provide the MOD with a Contract Completion Report (CCR) within six months of contract completion. It provides a post contract view of the baseline information that was provided at the start of the contract. The report will include much of the same information as the CNR, QCRs and ICRs, but will also capture final costs and outcomes on schedule, risk and metrics.

#### **Contract Costs Statement**

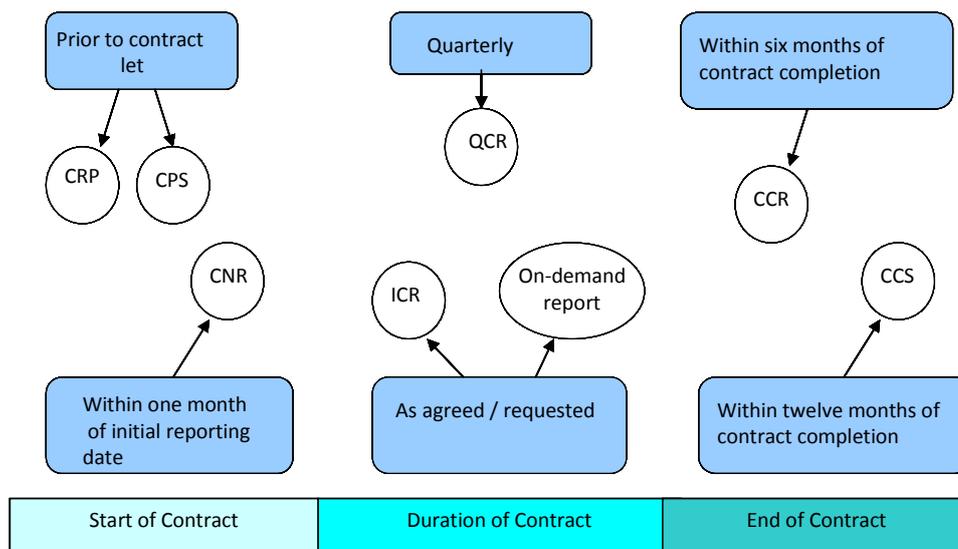
A supplier must provide the MOD with a Contract Costs Statement (CCS) within 12 months of contract completion. The CCS contains a detailed analysis of delivering the QDC and is required in shorter time than the CCR allowing it to be more accurate. A CCS will support the agreement of ascertained costs where necessary for contract payments, as well as supporting Post Costing activities or the agreement of final price adjustments including PEPL.

### **4.5 Proactive Notification**

The DRA requires contractors to notify the MOD on becoming aware of events, circumstances or information which is likely to have a material impact on to a qualifying contract

If a contractor fails to notify the MOD of any of these, and subsequent events brings MOD's attention to this failure, then the MOD may issue a civil claim for damages based on an assessment of direct or consequential losses.

## 4.6 Timeline of contract reports



## 4.7 Are There Any Open Book Rights?

The DRA includes a requirement for suppliers to maintain relevant records which are sufficiently up to date and accurate for use by the MOD for such purposes as:

- audit the standard reports (including CPS);
- verifying whether a cost is an Allowable Cost;
- verify the reason for variances between estimated and actual Allowable Costs;
- monitor the supplier's performance of its contractual obligations; and
- determine if a sub-contract is / should have been a QSC.

The MOD must give the supplier 20 working days' notice for the examination of relevant records. If the supplier feels that the MOD is being unreasonable in its use of these open book rights, they may refer the matter to the SSRO for a review.

## **5. Confidentiality**

Much of the information provided in the standard report formats by contractors will be commercially sensitive, and must be handled accordingly by those who receive it. Any disclosure of protected information which is not a permitted disclosure (listed in Schedule 5 of the DRA) is a criminal offence under the legislation.

### **5.1 Who will Mark the Information as Sensitive?**

The SSAT is responsible for marking the information received from industry in accordance with the new Government Security Classification system, before distribution to Acquisition Teams. More sensitive information specifically protected by the DRA will be marked with local handling instructions indicating that the report contains some elements of information, the unauthorised disclosure of which may constitute a criminal offence.

### **5.2 Where can I Find a List of 'Permitted Disclosures'?**

Schedule 5 of the DRA details a list of 'permitted disclosures' in relation to this information, and information derived from it. Any disclosure of Schedule 5 protected information which is not a permitted disclosure is a criminal offence under the legislation.

### **5.3 What will Happen if Protected Information is Disclosed?**

Any person convicted of committing an offence of unauthorised disclosure is personally liable to a fine, to imprisonment, or both.

## 6. Single Source Regulations Office (SSRO)

The SSRO will be an executive Non-Departmental Public Body (eNDPB), whose role is to be an independent expert on MOD single source procurement. The principal aim of the SSRO is: ‘to ensure that good value for money is obtained in government expenditure on Qualifying Defence Contracts, and [contractors] are paid a fair and reasonable price’.

### 6.1 What is the Role of the SSRO?

The SSRO has a number of functions to perform, including:

- a) **Keeping legislation under review** - Part 2 of the DRA, and the Single Source Contract Regulations, within 3 years of the CIF and every 5 years thereafter.
- b) **Reviewing the BPR and the adjustments** - the SSRO will recommend a BPR, an adjustment for SSRO funding, and market capital servicing rates to the Secretary of State no later than 31<sup>st</sup> January each year. When the Secretary of State publishes these rates in the London Gazette each year (no later than the 15<sup>th</sup> March), they must publish their reasons if there is any difference between the published rates and the SSRO recommended rates.
- c) **Publishing statutory guidance on Allowable Costs and the Defined Pricing Structure** – in the SSRO Guidance on Allowable Costs. The SSRO will also publish Statutory Guidance on a range of other matters (e.g. profit adjustment, reporting templates).
- d) **Recording and monitoring contracts and suppliers subject to the SSCRs** - the SSRO will monitor whether contracts are following the SSPR framework. The SSAT (within the MOD) will inform the SSRO of new QDCs and QSCs.
- e) **Expressing opinions and making determinations** - tThe SSRO must provide a non-binding opinion, or a binding determination, where this is specified in the DRA or in the Regulations. The SSRO may also give an opinion on any matter related to a qualifying contract, if asked to do so jointly by the MOD and a supplier. The SSRO will publish annually a summary of the opinions and determinations it has made, and why.
- f) **Acting as the appeal body for civil penalties** – when a supplier disagrees with a civil penalty for non-compliance which the MOD has applied.
- g) **Publishing statutory guidance on the determination of penalty amounts.**
- h) **Liaising with Industry and the MOD.**
- i) **Analysis** - the SSRO will analyse supplier reports in order to generate information useful to the parties involved in pricing single source defence contracts.

## 7. Single Source Advisory Team (SSAT)

When issues arise concerning supplier compliance with any aspect of the framework, the matter will be taken up for the MOD by its internal Single Source Advisory Team (SSAT), working with the project team who own the contract. The SSAT will be the MOD's first point of contact with the SSRO.

### 7.1 What are the SSAT's Objectives?

The SSAT has 6 main roles. These are to:

- a) act as the MOD technical expert for the SSPF;
- b) manage the compliance and penalty regime to ensure contractors' compliance with reporting requirements under the SSCR;
- c) on behalf of the Secretary of State and in accordance with legislation, publish on an annual basis the agreed Baseline Profit Rate (BPR), Capital Servicing Allowance (CSA) and the SSRO funding adjustment;
- d) manage the referrals process with MOD Commercial Officers and the SSRO;
- e) undertake compliance and completeness checks on contract and supplier reports received from contractors;
- f) act as the single point of contact between the MOD and the SSRO.

### 7.2 When can the SSAT Issue a Compliance Notice?

The SSAT has responsibility to manage the compliance and penalties system. There are a number of reasons why the SSAT could issue compliance notice, including if the supplier fails to:

- a) provide statutory reports within the timeframe set out in the SSCR;
- b) notify the MOD of material change, to performance, cost, or schedule on a qualifying contract, or materially relevant information;
- c) comply with a request to examine relevant records or provide copies or further information or explanation, for the purposes; or
- d) the supplier submits a knowingly or recklessly misleading report.

Ultimately continued non-compliance may lead to the SSAT issuing the supplier a penalty notice, as enabled by the legislation. There may also be an increased penalty where there is persistent failure. The supplier has a right to appeal to the SSRO on any penalty notice.

## 8. Summary

Area	Element	Purpose
Transparency	Open book	To provide a general back-stop right to help assure VFM in single-source procurement and to check the new framework is working
	Audit rights and referral rights to an independent expert	To put a duty on suppliers to use reasonable and appropriate pricing assumptions
Pricing	A mandated Baseline Profit Rate (BPR)	To provide industry with an independently assessed fair return
	Incentivisation of efficiency	To allow additional profit where it is earned by performance
	Variation of profit with risk (+/- 25% of BPR)	To allow additional or reduced profit to be agreed, to reflect risk borne by the contractor
	Protection from excessive profits and losses	To provide the MOD with protection in the event of excessive supplier profit, and suppliers protection against excessive losses
	No profit on profit	To ensure suppliers get a fair profit, and not an unwarranted profit achieved due to company structures
	Standard list of Allowable Costs	To ensure both parties negotiate fair prices within a clear and coherent approach and on a level playing field
	Onus of proof	To put a duty on suppliers to demonstrate the costs they claim are reasonable and appropriate for the MOD to pay
Standard contract reports	Benchmark reports at start/end/ amendments	To improve price negotiation (and capability planning) by building up a database of defence benchmarks from comparable activities
	Quarterly contract reports	To get timely checks on project health that can be used to support a stronger financial and performance management regime; and so that the MOD can negotiate follow-on prices with a good understanding of historic costs
	Annual contract reports	To maintain an audit trail of the cost baseline that is directly comparable to the original price
Standard overhead and supplier-level reports	Annual overhead benchmark reports	To improve overhead negotiation by building up a database of overhead benchmarks
	Overhead comparison report	To check the effectiveness of the range of overhead recovery methods we have available
	Strategic Industry Capacity report	To optimise the industrial capacity we pay for with our long-term military capability requirements
	SME report	To support SMEs down the supply chain
Compliance regime	Publically naming the supplier	To increase the timeliness and likelihood of adherence to the new regulations
	Financial penalty	