



Ministry of Defence

Air Platform Systems

Contract No: APS/033

For:

PURCHASE OF SPIRENT GSS 7000 FOR GPS PROJECT OFFICE

**Between the Secretary of State for Defence of
the United Kingdom of Great Britain and
Northern Ireland**

Team Name and address:

Air Platform Systems
Walnut 0C, #1032
MOD, ABBEYWOOD
DE&S
BS34 8JH

Email Address: REDACTED 1.8
Telephone Number: REDACTED 1.7
Facsimile Number: n/a

And

Contractor Name and Address

SPIRENT COMMUNICATIONS PLC
ASPEN WAY,
PAIGNTON,
DEVON,
TQ47QR
UNITED KINGDOM

Email Address: REDACTED 1.5
Telephone Number: REDACTED 1.6
Facsimile Number: n/a

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and / or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCON's are added to these Conditions);
Authority	means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b;
Business Day	means any day excluding: a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party; b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and c. such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least ten (10) Business Days in advance;
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause F1.c and Collected and Collection shall be construed accordingly;
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with clause A2 (Amendments);
Contract Price	means the amount set out in Schedule 2 (Schedule of

Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 9 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and / or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DECS P2P	means the MOD electronic ordering, receipting and payment system;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with clause F1 and Delivered and Delivery

shall be construed accordingly;

Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter.
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom: a. any Act of Parliament;

- b. any subordinate Legislation within the meaning of Section 21 of the Interpretation Act 1978;
- c. any exercise of the Royal Prerogative; or
- d. any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

Military Level Packaging	Packaging that by the nature of the packaged item, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS / DR14. MPAS detail is available from: DESJSCSCM-EngTLS-Pkg@mod.uk ;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certified Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the articles for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

- a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
 - b. post-consumer reclaimed wood and wood fibre, and driftwood;
 - c. reclaimed timber abandoned or confiscated at least ten years previously,
- it excludes sawmill co-products;

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables, to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);

Supported Businesses

means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Schedule 2 - Schedule of Requirements for Contract No: APS/033

For the PURCHASE OF SPIRENT GSS 7000 FOR GPS PROJECT OFFICE

Item Number	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
						Per Item	Total inc. packaging (and delivery if specified in Schedule 3 (Contract Data Sheet))
1	GSS7000 Multi Freq 1RF Chassis (MS7000)	XY	08	31/03/2017	1	REDACTED D 2.0	REDACTED 2.1
2	GSS7000 Monitor Keyboard Mouse Pack (MS7000)	XY	08	31/03/2017	1	REDACTED D 2.2	REDACTED 2.3
3	GSS7000 RF Channel Bank (MS7000)	XY	08	31/03/2017	1	REDACTED D 2.4	REDACTED 2.5
4	GSS7000 Feature Key GALE1 for SIMGEN (MS7000)	XY	08	31/03/2017	1	REDACTED D 2.6	REDACTED 2.7
5	GSS7000 4 Channels (MS7000)	XY	08	31/03/2017	6	REDACTED D 2.8	REDACTED 2.9
6	GSS7000 Feature Key GPSL1 for SIMGEN (MS7000)	XY	08	31/03/2017	1	REDACTED D 2.10	REDACTED 2.11
7	SIMGEN for GSS7000 (MS70000)	XY	08	31/03/2017	1	REDACTED D 2.12	REDACTED 2.13
8	WARRANTY FOR GSS7000 – 1 YEAR SUPPORT	N/A	N/A	31/03/2017	1	REDACTED D 2.14	REDACTED 2.15

Item Number	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
						Per Item	Total inc. packaging (and delivery if specified in Schedule 3 (Contract Data Sheet))
9 (Option)	STANDARD 2 YEAR SUPPORT FOR GSS7000 MS3089 (OPTION 1, AS STATED IN ANNEX B)	N/A	N/A	N/A	1	REDACTED D 2.16	REDACTED 2.17
					Total Firm Price		REDACTED 2.18

Items 8 & 9 guarantee the provision of:

- Real-time technical support, latest software and firmware releases
- Continuous access to Spirent's Road-Matched Trajectory Generation Tool – SimROUTE
- Fault diagnosis and replacement of any parts necessary at no additional cost or shipping charges. Extended 12 month warranty on any completed work.

Item Number	Consignee Address (XY code only)
1, 2, 3, 4, 5, 6, 7, 8, 9	FAO REDACTED 1.0 Desk 142, Room 101, Building 005 Nav & EW Team Sensors & Countermeasures Dept Dstl Porton Down Salisbury Wiltshire SP4 0JQ

Schedule 3 Contract Data Sheet for Contract No: APS/033

<p>Clause A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> Clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales irrevocably appointed for Foreign Contractors in accordance with Clause A9.f (if applicable) are as follows:</p>
<p>Clause A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be Business Days.</p>
<p>Clause A24 Contract Period</p>	<p>The Contract expiry date shall be:31/03/2018</p>
<p>Clause B1.a.(2) Contractor's Obligations – Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>AQAP 2110ALL</p>
<p>Clause B6 Marking of Contractor Deliverables</p>	<p>Special Marking requirements:</p>
<p>Clause B8 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR)</p>

	<p>Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date</p>
<p>Clause B9.i Timber and Wood-Derived Products</p>	<p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>or: if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date:</p>
<p>Clause B10 Certificate of Conformity</p>	<p>Is a Certificate of Conformity required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the Supply Chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items:</p>
<p>Clause C1 Contract Price (Excl VAT)</p>	<p>All Schedule 2 line items shall be Firm Price other than those stated below:</p> <p>Line Items Clause K refers</p> <p>Line Items Clause K refers</p> <p>Line Items Clause K refers</p>
<p>Clause F1.a Delivery (for Schedule 2 Items)</p>	<p>The transport requirements shown below are applicable:</p> <p>Line Items 1-7</p> <p>To be Delivered by the Contractor (See box F1.b)</p> <p>Line Items</p> <p>To be Collected by the Authority (See Box F1.c)</p>

<p>Clause F1.b (Delivery by the Contractor) (for Schedule 2 Items)</p>	<p>(Where applicable, see Box F1.a above)</p> <p>Special Delivery Instructions (Clause F1.b.(2)) :</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.b.(3)):</p> <p>Line Items DEFFORM 129J</p> <p>Line Items Delivery Note</p>
<p>Clause F1.c (Collection by the Authority) (for Schedule 2 Items)</p>	<p>(Where applicable, see Box F1.a above)</p> <p>Special Collection Instructions (Clause F1.c.(2)):</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.c.(3)):</p> <p>Line Items n/a DEFFORM 129J</p> <p>Line Items n/a Delivery Note</p> <p>Consignor Address(F1.c.(4)) :</p> <p>Line Items n/a Address n/a</p> <p>Line Items n/a Address n/a</p> <p>Consignee Address Details (for the purposes of Clause B7.b.(1)):</p> <p>Line Items n/a Address Details: n/a</p> <p>Line Items n/a Address Details n/a</p> <p>Line Items n/a Address Details n/a</p>
<p>Clause F3.b Rejection</p> <p>Note: If no period is inserted here the time period shall be twenty (20) Business days)</p>	<p>Time limit for rejection of the Contractor Deliverables shall be Business Days.</p>
<p>Clause F5 Self to Self Delivery</p>	<p>Is Self to Self Delivery required:</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes, Delivery address applicable:</p>
<p>Clause H1.a Progress Monitoring</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>N/A</p>

	<p>Frequency:;</p> <p>Location:;</p>
Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: REDACTED 1.9</p> <p>Project Manager: REDACTED 1.10</p> <p>Payment: REDACTED 1.11</p>
Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
Other Addresses and Other Information (Covers forms and publications addresses and official use information)	See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: REDACTED 1.1

Address:

Air Platform Systems, WALNUT 0C, #1032, MOD, ABBEYWOOD,
DE&S, BS34 8JH

Email: DESAPS-CM3@mod.uk

☎ REDACTED 1.2

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available):

Name: REDACTED 1.3

Address: Air Platform Systems, WALNUT 0C, #1032, MOD,
ABBEYWOOD, DE&S, BS34 8JH

Email: DESAPS-GPS3@mod.uk

☎ REDACTED 1.4

3. Packaging Design Authority:

Organisation and point of contact:

(where no address is shown please contact the Project Team in Box 2)

**4. (a) Supply/Support Management Branch or Order Manager**
Branch/Name:

(b) U.I.N. REDACTED 2.19

5. Drawings/Specifications are available from:**6. Intentionally Left Blank****7. Quality Assurance Representative:**Commercial staff are reminded that all Quality Assurance requirements
should be listed under the General Contract Conditions.**AQAPS** and **DEF STANs** are available from UK Defence
Standardization, for access to the documents and details of the
helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or
<https://www.dstan.mod.uk/> [extranet, registration needed]**8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent
to DBS Finance ADMT – Assets In Industry 1, Level 4
Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level
4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport
Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail
Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight CentreIMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913
8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCSJSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax
No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through *:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk.**NOTES*** Many **DEFCONs** and **DEFFORMs** can be obtained from the
MOD Internet Website [extranet, registration needed]:<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 4 - Contract Change Process Procedure (i.a.w. clause A.2.b)
for Contract No: APS/033**

1. Authority Changes

- i. The Authority has the right to propose changes ("Authority Changes") to the Contractor Deliverables in accordance with this Schedule 4. The Authority shall not propose an Authority Change which:
- (1) would require the Contractor Deliverables to be performed in a way that infringes any Legislation or is inconsistent with good industry practice;
 - (2) would materially and adversely affect the health and safety of any person;
 - (3) would require the Contractor to implement the change to the Contractor Deliverables in an unreasonable period of time;
 - (4) would (if implemented) materially and adversely change the nature of this Contract; and / or
 - (5) the Authority does not have the legal power or capacity to require the implementation of.
- ii. If the Authority requires an Authority Change, it must serve a Notice (an "Authority Notice of Change") on the Contractor.

2. Authority Changes – Notice of Change

The Authority Notice of Change shall:

- a. set out the change in Contractor Deliverables required in sufficient detail to enable the Contractor to calculate and provide a change proposal identifying the change in Contract Price as a result of the change in accordance with clause 3 below (the "Change Proposal"); and
- b. require the Contractor to provide the Authority with the Change Proposal within fifteen (15) Business Days of receipt of the Authority Notice of Change.

3. Authority Changes – Change Proposal

As soon as practicable and in any event within fifteen (15) Business Days after having received the Authority Notice of Change, the Contractor shall deliver to the Authority the Change Proposal. The Change Proposal shall include the opinion of the Contractor on:

- a. whether relief from compliance with obligations is required, including the obligations of the Contractor to achieve any Delivery Date or other date set out in the Contract, and meet the requirements set out in the Schedule of Requirements during the implementation of the Authority Change;
- b. any impact on the fulfilment of the Contractor Deliverables; and
- c. any amendment required to this Contract as a result of the Authority Change.

4. Authority Changes – Process and Implementation

- a. As soon as practicable after the Authority receives the Change Proposal, the Parties shall discuss and agree the issues set out in the Change Proposal.
- b. In such discussions the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days after receipt of such modification, notify the Authority of any consequential changes to the Change Proposal.

c. As soon as practicable after the contents of the Change Proposal have been agreed or otherwise determined pursuant to Clause A21 (Dispute Resolution), the Authority shall:

- (1) confirm in writing the Change Proposal (as modified); or
- (2) withdraw the Authority Notice of Change.

d. If the Authority does not confirm in writing the Change Proposal (as modified) within thirty (30) Business Days of the contents of the Change Proposal having been agreed in accordance with clause 7 below or determined pursuant to clause 8 below, then the Authority Notice of Change shall be deemed to have been withdrawn.

e. In the event that the Change Proposal has been confirmed by the Authority, then the adjustment to any amount payable by the Authority to the Contractor in respect of any Contractor Deliverables to which the Authority Change relates shall place the Contractor in no better and no worse a financial position than would be the case had the Authority Change not been implemented.

5. Contractor Changes

If the Contractor wishes to introduce a change (a "Contractor Change") to the Contractor Deliverables, it must serve a Notice (a "Contractor Notice of Change") on the Authority.

6. Contractor Changes – Notice of Change

The Contractor Notice of Change must:

- a. set out the proposed Contractor Change in sufficient detail to enable the Authority to evaluate it in full;
- b. specify the Contractor's reasons for proposing the Contractor Change;
- c. request the Authority to consult with the Contractor with a view to deciding whether to agree to the Contractor Change and, if so, what consequential changes the Authority requires as a result;
- d. indicate any implications of the Contractor Change; in particular, whether a variation to the Contract Price by the Authority to the Contractor under this Contract is proposed (and, if so, give a detailed breakdown of such proposed variation); and
- e. indicate if there are any dates by which a decision by the Authority is critical.

7. Contractor Changes – Process and Implementation

a. The Authority shall evaluate the proposed Contractor Change in good faith, taking into account all relevant issues, including whether:

- (1) a variation to the Contract Price payable by the Authority to the Contractor under this Contract will occur;
- (2) the Contractor Change affects the quality of Delivery of the Contractor Deliverables or the likelihood of successful Delivery of the Contractor Deliverables; and
- (3) the Contractor Change will interfere with the relationship of the Authority with third parties.

b. As soon as practicable after receiving the Contractor Notice of Change, the Parties shall discuss the matter referred to in it. During such discussions the Authority may propose modifications or accept or reject the Contractor Notice of Change.

c. If the Authority accepts the Contractor Notice of Change (with or without modification), the relevant change to the Contractor Deliverables shall be implemented within twenty (20) Business Days of the Authority's acceptance. Within this period, the Parties shall consult and

agree the remaining details as soon as practicable and shall amend this Contract to give effect to the Contractor Change.

d. If the Authority rejects the Contractor Notice of Change, it shall not be obliged to give its reasons for such a rejection.

Unless the Authority's acceptance specifically agrees to a variation to Contract Price by the Authority to the Contractor under this Contract, there shall be no increase in the Contract Price under this Contract as a result of a Contractor Change.

Schedule 5 – Export Licence (i.a.w. clause A.17.g) for Contract No: APS/033

Condition to be included in relevant Subcontracts

Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. “Agreement” means this Subcontract;
- b. “Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. “Contract” means Contract No [INSERT] between the Authority and the Contractor;
- d. “Contractor” means [INSERT];
- e. “First Party” means [INSERT];
- f. “Second Party” means [INSERT]

2. In this Condition, “foreign” and “overseas” shall be understood from the position of the Authority and be regarded as “non-UK”.

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including Information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in clause D1 (Infringement or Alleged Infringement) of the First Party’s Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in clause 3 and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply including, to the extent applicable to such obligations or restrictions:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything delivered or used in the performance or fulfilment of the services, and
- f. any specific restrictions on re-transfer or re-export of the articles or of anything delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:

a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

(1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and

(2) the end use as: For the Purposes of HM Government;

b. include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the [*insert name of the Contractor*] and the Ministry of Defence of the United Kingdom";

c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract;

6. If the information required under clauses 3 and 4 has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clauses 3 and 4.

7. If the Second Party becomes aware of any changes in the information notified previously under clause 3, 4 or 6 that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.

8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with its purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.

9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.

10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's Subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.

11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these clauses 1 - 14 . Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.

12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in clause 3 above:

a. the First Party may, or at the request of the Second Party undertakes to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:

- (1) the exporting nation, including the export licence number (where known);
- (2) the items or information affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

b. This will not include Intellectual Property-specific restrictions of the type mentioned in clause D1 (Infringement or Alleged Infringement) in relation to the First Party's Conditions of Contract instead of the Contractor.

c. The Second Party and its Subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.

d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.

13. Where restrictions are advised by the First Party to the Second Party under clause 12, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of clause A22 (Termination for Convenience) of the First Party's Conditions of Contract.

Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting of an export licence by a foreign Government in respect of performance of the Agreement.

**Schedule 6 - Hazard Articles, Materials or Substances Supplied under the
Contract: Data Requirements**

**Hazardous Articles, Materials or Substances
Statement by the Contractor**

Contract No: APS/033

Contract Title: PURCHASE OF SPIRENT GSS 7000 FOR GPS PROJECT OFFICE

Contractor:

Date of Contract:

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with Clause B8 of the Standardised Contract 2 Conditions

Contractor's Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

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

Contract Num: APS/033

The following information is provided in respect of Clause B9.h (Timber and Wood – Derived Products):

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

Schedule 8 - Acceptance Procedure (iaw Clause F2) for Contract No: APS/033

**Schedule 9 Contractor's Commercially Sensitive Information Form
(i.a.w clause A14) for Contract No:APS/033 SPIRENT COMMUNICATIONS (SW) LTD
Aspen Way
Paignton
TQ4 7QR**

Annex B – Options Narrative Condition

1. The option prices detailed below are firm prices not subject to variation.
2. In addition to the quantity detailed at Item 9 of the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to purchase quantities of items in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.
3. Option 1: A Qty 1, at a firm price of REDACTED 2.19 per item in accordance with the Schedule 2, provided that the Authority exercises such an option by no later than 14/03/2018.
4. The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):
 - a. for the duration of which the Authority is prevented from exercising any such option by reason of any other breach of the Contract by the Contractor.
5. The Authority shall not be obliged to exercise the options.
6. By exercising option Item 9, support shall be provided for a period of two (2) years from the date that the option is exercised.