



**Ministry
of Defence**

Contract

701596454 –

Navy Sustainability Programme Manager

4 October 2021 to 10 June 2022

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

And

BMT Defence & Security UK Ltd

Team Name and Address:
Navy Commercial
4 Deck, NCHQ
Leach Building
Whale Island
Portsmouth
PO2 8BY

Contractor Address:
Maritime House
210 Lower Bristol Road
Bath
BA2 3DQ

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. 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;

Contractor Commercially Sensitive Information means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Milestones means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Milestone means a Contractor Milestone or a component of a Contractor Milestone 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;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

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.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the purchase order; and
- (3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the

English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Milestones.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor

Milestone and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Milestones and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Milestones to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Milestones:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Milestones

- a. The Contractor shall establish if the Contractor Milestones are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Milestones are Hazardous Contractor Milestones; and
 - (2) for each Hazardous Contractor Milestone, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Milestone is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Milestone has magnetic properties, details of the magnetic flux density at

- a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Milestones are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Milestones shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Milestones within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Milestones within the same period.

11 Marking of Contractor Milestones

- a. Each Contractor Milestone shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Milestone clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Milestones shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Milestones.
- c. The marking shall include any serial numbers allocated to the Contractor Milestone.
- d. Where because of its size or nature it is not possible to mark a Contractor Milestone with the required particulars, the required information should be included on the package or carton in which the Contractor Milestone is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Milestones containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Milestones (Excluding Contractor Milestones Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Milestones in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Milestones will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as

a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
- (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Milestones from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Milestones in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where

the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

- (1) for:
 - a. not applied;
 - b. not applied;
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:

DEFCON 5J (Edn 11/16) - Unique Identifiers
DEFCON 76 SC1 (Edn 06/21) - Contractor's Personnel at Government Establishments
DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form
DEFCON 503 SC1 (Edn 07/21) – Formal Amendments to Contract
DEFCON 532A SC1 (Edn 08/20) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment
DEFCON 538 (Edn 06/02) - Severability
DEFCON 566 Edn 10/20) - Change of Control of Contractor
DEFCON 609 SC1 (Edn 08/18) - Contractor's Records
DEFCON 611 SC1 (Edn 12/16) – Issued Property
DEFCON 620 SC1 (Edn 08/21) – Contract Change Control Procedure
DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m
DEFCON 658 SC1 (Edn.11/17) - Cyber
Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138
DEFCON 694 SC1 (Edn 07/21) – Accounting For Property of the Authority

21 The special conditions that apply to this Contract are:

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an

authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

22 The processes that apply to this Contract are:

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.



Ministry
of Defence

PURCHASE ORDER

Supply the Milestones described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,976).

Contractor	Quality Assurance Requirements (Clause 8)
Name: Registered Address:	
Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Milestones To be Delivered by the Contractor <input checked="" type="checkbox"/> To be Collected by the Authority <input type="checkbox"/> Each consignment of the Milestones shall be accompanied by a Delivery Note

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>As detailed in Statement of Requirements.</p>	<p>The Contractor is required to submit the following Reports:</p> <p>As detailed in Statement of Requirements.</p>
Payment (Clause 14)	
<p>Payment is to be enabled by CP&F.</p>	
Forms and Documentation	Supply of Hazardous Milestones (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>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</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lee Culshaw

Address: MP1.1, NCHQ, Leach Building, Whale Island, Portsmouth,
PO2 8BY

Email: lee.culshaw100@mod.gov.uk

☎ 03001552535

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

Redacted under FOIA Section 40, Personal Information

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:

As per box 2

☎

(b) U.I.N.

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.djif.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 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. **JSCS**

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance

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: Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule of Requirements

Milestones in accordance with Statement of Requirements

Item Number	Description	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item (including any packaging, travel, delivery and importing)	Firm Price (£) Ex VAT -Total (including any packaging, travel, delivery and importing)
1	Provision of Navy Sustainability Programme Manager to deliver requirements detailed in Statement of Requirements	October 2021 to June 2022	Total	Redacted under FOIA Section 43, Commercial interests		
					Total Price	£75,000

Item Number	Consignee Address (XY code only)
All	Navy Command Portsmouth
Item Number	Payment Schedule
1	Redacted under FOIA Section 43, Commercial interests

Statement of Requirements

Introduction/Background

1. The MoD has delivered a strategic guidance on Climate Change and Sustainability (CC&S) which includes cultural, programmatic and commercial ambition to deliver Net Zero 2050 (NZ50) and an embedded sustainable culture.
2. The Navy Sustainability Programme Manager will work to cohere a broad range of ongoing CC&S activity across Directorates, Bases and Establishments, provide strategic guidance and develop options to be taken forward in the RN approach to CC&S. They will be the key interlocutor with the newly established MoD CC&S Directorate.
3. The post will work to Director Naval Staff (DNS) (2*) as the Royal Navy Climate Change and Sustainability Champion, reporting through DNS Chief of Staff (RN OF5). Director Naval Staff provides a coherence function to any RN activity which cuts across all areas of Royal Navy, for example Safety, Performance, Infrastructure and Communications.
4. The requirement to deliver this activity from industry is driven by 2 factors:
 - a. Lack of RN/Civil Service workforce capacity and SQEP.
 - b. Suitability of Industry SQEP to the requirement.

Requirement

5. The key intent of the post will be to deliver the following:
 - a. Building on an existing strategy framework, develop the RN CC&S strategy in response to the MoD CC&S Strategic Direction.
 - b. Drawing on ongoing activity formulate a pan-Navy programme of CC&S activity which provides a central view of activity and opportunity to inform Strategic Prioritisation, ABC and Defence/Spending Review activity.
 - c. Highlight opportunities for cross-Defence, cross-Government and Industry activity and funding.
 - d. Work with Commercial and Finance to understand how CC&S is / can be embedded into assessment activity (through Social Value requirements) and produce Navy-wide guidance for use at desk level.
 - e. Lead for Royal Navy Transformation Programme Outcome 6 (PgO6) – Delivering a Resilient and Sustainable Navy.
 - f. Organise and staff the 2* Navy Command Climate Change and Sustainability group (NC3SG), chaired by Director Naval Staff. Work with the MoD CC&S directorate to understand and integrate the RN into wider MoD CC&S governance.
 - g. Propose future governance, staffing and SQEP requirements to enable DNS to deliver this function on completion of this contract.
 - h. Act as the focal point for RN CC&S Staffing activity and requirements, providing responses to questions, briefs and other management information as appropriate.
6. In order to achieve this, they will need to:

- a. Develop and maintain a strong network of internal and external stakeholders to ensure CC&S best practice and SME expertise is available to support all Navy programmes.
 - b. Draw on other Navy Command directorates, DE&S and Dstl to understand how change in behaviour across the naval enterprise can be driven to ensure transformational requirements are met.
 - c. Consider all aspects of sustainability addressing the direct and indirect impacts of Navy Command on the climate (mitigation) and the impact of climate change on Navy Command (resilience).
 - d. Explore collaborative approaches and mechanisms with international allies and partners, NGOs, partners in UK government, agencies and wider civil society.
7. Additionally, as capacity allows, provide input to the following activity (led in other areas):
- a. Developing and implement the nurturing nature programme on establishments to support the pollinator strategy, develop small scale woodlands and habitats with community involvement and extend the 'no mow' initiative. (Navy Infra lead).
 - b. Engagement with NATO partners, exploring a shared approach and options on transiting to lower zero carbon fuels and more environmentally friendly oils, lubricants and gases (FGen Logs/Eng and Dev AWB/Spt teams)
 - c. Development of an energy and fuels sub-strategy with the aim of setting out the approach needed to transition away from fossil fuels and how to obtain more resilient, sustainable, deployable energy systems. (Develop Support / AWB lead)
 - d. FMC-led activity to establish a single data-dashboard, understanding what the complete data set should look like, which can dynamically track and monitor mandated GGC and MOD sustainability indicators.
 - e. Utilising the accredited and standardised methodology for CO2e capture that will be adopted across defence. (FMC/CC&S Strat Team, Naval Base Teams, Infra)
 - f. FMC led activity to develop a set of Defence climate assumptions for capability development which provide long-term reasonable scenarios, consequences, and questions which can be considered throughout the process of making capability choices. (FMC / DCDC)
8. Mentoring from the current RN desk lead for CC&S (Navy Develop SO1 Cap Dev) will be provided for the first month of the contract.

Duration

9. 36 weeks. 4 Days per week.

Milestones

10. The following milestones are proposed:

11. An initial 3-month report comprising the following:
- a. An outline of RN CC&S related activity which could / should be incorporated into a centrally driven programme.

- b. A development plan for delivering a RN CC&S Strategy
 - c. An engagement plan with Navy Directorates, Bases, DE&S, DSTL, MoD, other TLB and OGD.
 - d. An initial brief on Commercial and Finance guidance (Social Value) as applied to CC&S related activity.
12. A 6-month report comprising the following:
- a. Development of a CC&S Programme
 - b. Format, structure and outline content of a RN CC&S Strategy
 - c. Initial work on Governance and future programme delivery
 - d. Developed benefits, timescales, risks and management information for PgO6
 - e. A brief on how Social Value can be applied to existing RN programmes to deliver operational and CC&S benefits.
13. At the 6-month point, final milestones will be agreed in writing between Navy Command and the parent company. Some or all of the following outputs should be considered:
- a. A draft Royal Navy Climate Change and Sustainability Strategy
 - b. A Royal Navy CC&S programme, highlighting opportunities, investment requirements and decision points in line with ABC, IR and SR activity
 - c. A proposed (ideally agreed) CC&S Governance Structure and design of a Programme Team if appropriate.
 - d. An agreed way ahead for Transformation PgO6.
 - e. Organisational guidance on the embedding of CC&S principles into finance and commercial activity for publication via internal comms channels.

Location

14. The post holder's normal place of duty will be Navy Command HQ in Portsmouth. Travel to MoD Main Building and outstations such as Naval Bases, RN Establishments, DE&S Abbeywood and DSTL locations will be required

15. From 21 June, the Government guidance encourages employees to return to the workplace if the relevant COVID-secure guidelines are followed, though working from home remains an option. Moving forward, NCHQ, in line with wider Defence, is embracing Smart Working practices which empowers individuals to work from locations which suit their personal and professional circumstances. Staff can therefore continue to work remotely if they wish, subject to business needs.

Governance

16. Post Holder will report to the Director Naval Staff via the DNS Chief of Staff.

Acceptance

17. Milestones will be assessed, reviewed and approved by DNS COS and the Director Naval Staff as appropriate. A review meeting will be scheduled monthly between the post holder and DNS COS. Changes to the milestones are to be agreed and minuted at this meeting. The 6-month review point will output agreed final milestones as per para 13.

Performance Management

18. Post holder will be subject to a performance review at delivery of the 6-month report.

19. Any ongoing performance issues will be raised back to the parent company as necessary.

Government Furnished Assets

20. All required OS level information will be made available to the post holder via MoDNet and RLI.

21. Post holder will have access to all relevant personnel across RN HQ directorates, bases and establishments.

22. MoD IT will be supplied.

Security/Personal Data

23. The post holder will be SC cleared to allow routine access to Navy Command HQ and other military/MoD/DSTL establishments