APPENDIX 2 TO SCHEDULE 1

CONFIDENTIALITY UNDERTAKING

You have been assigned to carry out Work under Tasking Order No

In addition to your normal obligations with respect to UK security arrangements, you must be aware that you may be exposed to commercially sensitive information while operating on the Authority's premises. It is imperative that you appreciate the implications of this.

In particular:

You must not copy or reproduce any document or information which is not publicly available and which has been obtained from the MOD for use in connection with the Tasking Order.

You must not discuss the details of your work with anybody who has not been assigned to perform Work under the Tasking Order, or to those so assigned except on a 'need to know' basis, or to a third party except when so directed by the MOD Project Manager.

When the Tasking Order is completed, you must return all relevant documents to the MOD Project Manager.

Date: 01.04.21

APPENDIX 3 TO SCHEDULE 1 (Paragraph 17 of Schedule 2 to this Schedule 8)

MONTREAL PROTOCOL SUBSTANCES

Montreal Protocol Substances

CFCs

Production of controlled CFCs has stopped. CFC-11 (trichlorofluoromethane) CFC-211

CFC-12 (dichlorodifluoromethane) CFC-13	CFC-212 CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane) CFC-114 (dichlorotetrafluoroethane) CFC-115 (chloropentafluoroethane)	CFC-216 CFC-216

The above substances are also used in blends: e.g. CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22)

Halons

Production of controlled Halons has stopped. Halon-1211 (bromochlorodifluoromethane – BCF)

> Halon-1301 (bromotrifluoromethane – BTM) Halon-2402

HBFCs

No production after 31 Dec 1995

CHFBr ₂			
$C_2H_2F_2Br_2$			
C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃		
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	$C_3H_3F_3Br_2$
CH₂FBr	$C_2H_3FBr_2$	C₃HF ₆ Br	$C_3H_3F_4Br$
	C ₂ H ₃ F ₂ Br	$C_3H_2FBr_5$	C ₃ H ₄ FBr ₃
C ₂ HFBr ₄	C ₂ H ₄ FBr	$C_3H_2F_2Br_4$	$C_3H_4F_2Br_2$
$C_2HF_2Br_3$		$C_3H_2F_3Br_3$	C ₃ H ₄ F ₃ Br

C ₂ HF ₃ Br ₂	C ₃ HFBr ₆	$C_3H_2F_4Br_2$	$C_3H_5FBr_2$
C_2HF_4Br	$C_3HF_2Br_5$	$C_3H_2F_5Br$	$C_3H_5F_2Br$
$C_2H_2FBr_3$	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C₃H ₆ FBr

HCFCs

Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21 HCFC-141 HCFC-225ca			
HCFC-243			
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCI₄) – Production has stopped

1, 1, 1 – TRICHLOROETHANE ($C_2H_3CI_3$) – No production after 1/12/95

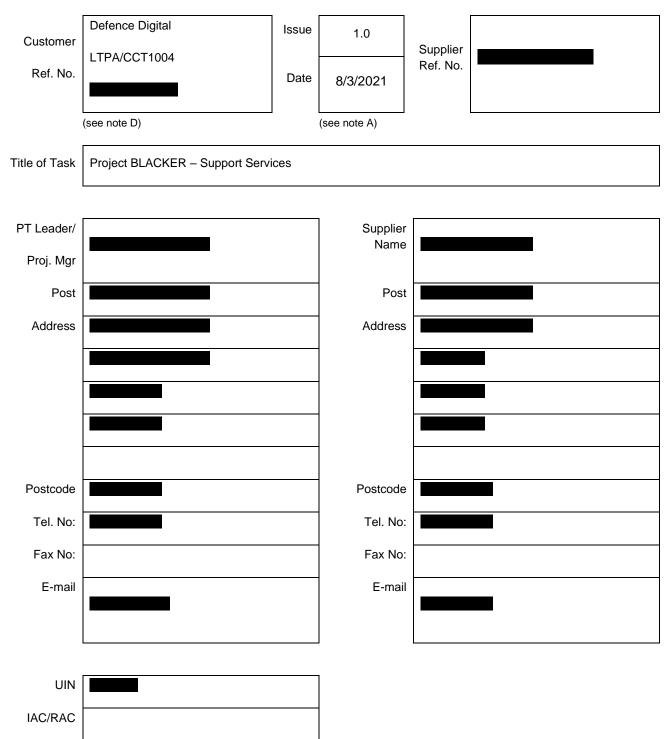
METHYL BROMIDE (CH₃Br) – Production limits apply

SCHEDULE 2 to TASKING ARRANGEMENT (CB/ft/2)

TASKING ORDER FORM

DRAFT/FINAL (DELETE AS APPROPRIATE)

Tasking Identification



Duration of 1/4/2021 to 31/3/2022

1 Work to be carried out

The work described in the specification attached to version 1 Tasking Order number dated, dated 8th March 2021 (Supplier reference **Constant and Second Second**) and listed at Annex A to this Tasking Order form, is ordered for the duration given above.

Order conditions

All Conditions of the Tasking Arrangement including all Paragraphs forming part of Schedules 1 and 2 of Schedule 8 (Tasking Arrangement) (CB/FT/2) will apply as supplemented by the choice of terms below:

General Conditions – select as appropriate			
DEFCON 514 – Material Breach	DEFCON 514A – Failure Of Performance Under Research and Development Contracts		
DEFCON 603 – Aircraft Integration &	DEFCON 624 – Use of Asbestos		
Special Indemnity Conditions – select as appropriate	<u>Other</u>		
DEFCON 638 – Flights Liability & Indemnity ¹			
DEFCON 661A – War Risk Indemnity – Alternative Version			
DEFCON 659A – Security Measures			
DEFCON 684 - Limitation Upon Claims in Respect of Aviation Products ²			

Pricing Conditions Required – select approp	
Priced at Outset or To Be Agreed	To Be Agreed

² See footnote 1.

¹ Note that DEFCON 638 and 684, where selected, is supplemental to the provisions of Clause 28 (Aviation) of the main body of this Agreement.

Pricing Conditions Required – select appropriate method of pricing					
Firm P	rice (less than £250,000): DEFCON 127	Firm			
	ixed Price if estimated costs less than or equal : DEFCON 643	Firm	Fixed		
	ixed Price if estimated costs GREATER than or o £5M: DEFCON 643	Firm	Fixed		
DEFCC	DN 695 – Interim Summary Cost Statement (tick if applicable	e)			
Target	Cost Incentive Fee – DEFCON 643, 653				
	ON 643 limited to the pricing of firm/fixed price elements/amer ing of firm/fixed price non-competitive sub-contracts, and esta ation)				
	Pricing Conditions Required – select appropri	riate metho	od of pricing		
	N 800 Series – Select as appropriate (EITHER Single Source s placed through this Tasking Arrangement will be subject to a				
Contract	DEFCON 800 - Qualifying Defence Contract (QDC)		Notes:		
	DEFCON 802 – QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts				
j Defence	DEFCON 803 – QDC: Disapplication of Protection against Excessive Profits and Losses (PEPL)				
Qualifying (QDC)	DEFCON 804 – QDC: Confidentiality of Single Source Contract Regulations Information				
	DEFCON 811 – Single Source: Profit and Loss Sharing on Firm / Fixed Price Contracts		Notes:		
ource C	DEFCON 812 – Single Source Open Book				
Single S	DEFCON 814 – Single Source Confidentiality of Open Book and Reporting Information				
Non-QDC Single Source Contract	DEFCON 815 - Single Source Non-qualifying Contracts - Contract Pricing Statement				

Payment Terms – select as appropriate			
On completion		Milestone Delivery* (LOL)	\square
DEFCON 35 - Progress Payments *			
For the purpose of Clause 1(b) of DEFCON 35 the total amount payable shall not exceed [INSERT] % of the agreed Limitation of Liability for each Task and for Clauses 2 and 7 of DEFCON 35 the rate payable will be 100%.			
DEFCON 649 – Vesting			
(applicable to Tasks with deliverables where provision has been made for payments in advance of completion)			
Progress Reports required (Clause 3)			
(if ticked, progress reports must utilise DRIC Speci	ification 1000)		

Intellectual Property Rights select as appropriate			
DEFCON 703	\boxtimes	DEFCON 705	
DEFCON 632			
Other: please specify; (For any Tasks which the Authority deems that DEFCON 703 or DEFCON 705 do not apply, the Authority shall contact the Defence Intellectual Property Rights (DIPR) Team in the first instance ahead of the commencement of a task),			

Other DEFCONS – select all applicable					
DEFCON 23 – Special Jigs, Toolin	g and Test Equipment				
DEFCON 611 – Issued Property (List Issued Property and attach to Tasking Form) NOTE: Removal and/or disposal of any CFX issued is the responsibility of the Tasking Order customer.					
Payment of Customs Duty	- DEFCON 619A - Customs Duty Drawback				
– select one box only	 Issue of Certificate in accordance with EU (Council) Regulation 150/2003 				
Transport select one box only 	 DEFCON 621A – Transport (if the Authority is responsible for Transport) 				
	 DEFCON 621B – Transport (if the Contractor is responsible for Transport) 				
Issue of Controlled Information su	bject to Schedule 1, Clause 20 Select if applicable	\square			
Personnel (Clause 9)	Yes No				
Liquidated Damages select if applicable					
(if yes, attach LD Clause (including dama Clause). Give reference details below if a	ges due in the event of failure in performance) and the appropriate force majeu available/appropriate:	re			

Quality Management

The Contractor shall operate and maintain a certificated Quality Management System (QMS) that meets the requirements of ISO 9001:2008–Quality Management Systems-Requirements

Standard Quality Assurance Contractual Requirements Checklist

According to the product or scope of the work to be carried out, when stipulated in the Task, the Contractor shall meet the requirements of the following:

Primary Quality Assurance Standards (one only)

AQAP 2110 Edition 3 NATO Quality Assurance Requirements for Design, Development and Production and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity

AQAP 2120 Edition 3 NATO Quality Assurance Requirements for Production and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity

AQAP 2130 Edition 3 NATO Quality Assurance Requirements for Inspection and Test and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity

AQAP 2131 Edition 2 NATO Quality Assurance Requirements for Final Inspection and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity

No specific Quality Management System requirements are defined.

This does not relieve the Supplier of providing conforming products under this contract. Access to Contractors/subcontractors premises shall be provided in accordance with DEFCON 608 Access and Facilities to be Provided by the Contractor.

Certificate of Conformity shall be provided in accordance with DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity.

Other Quality Assurance Contractual Standards (Select as applicable)

AQAP 2210 Edition 1 NATO Supplementary Software Quality Assurance Requirements to AQAP 2110

DEFCON 602A – Quality Assurance (Deliverable Quality Plan) and AQAP 2105 NATO Requirements for Deliverable Quality Plans Edition 2

DEFCON 602B Quality Assurance (Without Deliverable Quality Plan)

DEFCON 609 - Contractor's Records

DEF Stan 05-100 Ministry of Defence Requirements for Aircraft Flight and Ground Running Issue 5

DEF Stan 05-57 Configuration Management of Defence Materiel Issue 6

DEF Stan 05-61 Quality Assurance Procedural Requirements Part 1: Concessions Issue 5

DEF Stan 05-61 Quality Assurance Procedural Requirements Part 4: Contractor Working Parties Issue 3

DEF Stan 05-61 Quality Assurance Procedural Requirements Part 8: Movement and Storage of Ordnance, Munitions and Explosives (OME) under "Red Card" Conditions Issue 3

DEF Stan 05-61 Quality Assurance Procedural Requirements Part 9: Independent Safety Requirements for Safety Critical Items Issue 4

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DEF Stan 05-61 Quality Assurance Procedural Requirements Part 18: Aircraft and Munitions Parachutes and Parachute Assemblies, Harnesses and Personnel Restraint Harnesses for Use in Aircraft Issue 2

DEF Stan 05-135 Avoidance of Counterfeit Materiel Issue 1

Informative Quality Assurance Standards (Select as applicable)

AQAP 2009 Edition 3 NATO Guidance on the use of the AQAP 2000 series.

AQAP 2070 Edition 2 NATO Mutual Government Quality Assurance (GQA) Process.

ISO 25051: 2008 Software Engineering - Software Product Quality Requirements and Evaluation (SQuaRE)

The edition and all amendments to the above referenced requirements current at the date of tender or contract/order shall pertain, as shall the DEFCON editions identified in the Tasking Arrangement including Schedule 1 (Terms of Tasking Order) unless a specific edition is indicated.

Dates for the commencement and completion of the Work

Commencement Date	Delivery/Completion Date
1 st April 2021	31st March 2022

The Tasking Order customer is responsible for any Travel and Subsistence costs associated with the Task, and all Security Clearance sponsorship/costs of the Contractors personnel required under this Task, unless the contrary has been agreed under the Tasking Order.

[NOTE TO COMMERCIAL OFFICER: Do not complete the remainder of this Tasking Order Form (i.e., from Paragraph 4 to the end of Appendix 2) for DRAFT Tasking Orders. It only needs to be completed for a FINAL Tasking Order or where an amendment has been made to the Tasking Order.]

Milestone / Stage Payments

The following deliverable(s) have been selected as significant events in the programme attracting payment to the value shown, on the date(s) given below:

Reference No:	Stage No	Title or description	Due Date	Value £k (ex VAT)
	1	Provide ongoing support to Site 1 as well as conduct a detailed design and assessment of the current facilities to support the uplift in capability at the site.	Until 31/3/2022	See below
	2	Project Management services to attend customer project meetings and workshops, through the period of this limit of this liability.	Until 31/3/2022	See below
	3	Project Management services and sub-contract costs in order to provide interim building facility manangement support for the existing facility through the period of this limit of this liability.	Until 31/3/2022	See below
	4	Project Management services to prepare an submit a proposal for the on-going Building Facility Management support to the exsting facility for a 12 month term.	Until 31/3/2022	See below
	5	Project Management Services, sub-contract costs and consultant costs in order to support the design stage and site preparation to extend the existing facility, through the period of this limit if liability.	Until 31/3/2022	See below

Record of Authorised Changes

Change Issue No.	Date of Issue	Comments / Reason for change

[See Note A]

Level of permitted commitment

Total Agreed Price – (LoL) (ex VAT)	

Year	2021/22	2022/23	2023/24
Commitment – (LoL) £k (ex VAT)		-	-

The level of permitted commitment given in the table above is the maximum amount of accrued costs which the Supplier may recover in any one year, under the cover of this order.

Authorisation

Name	Position	Signature:	Date
			31.03.21

Acknowledgement of order (by Supplier)

Name	Position	Signature:	Date
			01.04.21

[See Note B]

Notes

- (A) The date and issue number must be raised incrementally whenever the order is reissued; additionally the "Record of Authorised Changes" section should be completed as appropriate.
- (B) The Contractor must return a signed copy to the Authority within 10 Business Days in acknowledgement of receipt of the Tasking Order placed with it by the Authority under the Tasking Arrangement.
- (C) CB/FT/2' and 'LTPA' should be entered into the 'Customer Reference Number' box on the front page of the Tasking Order Form, followed by a unique tasking reference.

APPENDIX 1 TO TASKING ORDER FORM:

EQUALITY OF INFORMATION – PRICING STATEMENT AND REMEDY LIMITATION

Where a Pricing Statement is required under the provisions of DEFCON 643 as amended by the following, the parties shall enter into the following confirmation, completed as appropriate:

Equality of Information – Pricing Statement

Contract Tasking Order No.

1. The Contractor and the Authority each confirms that the negotiations leading to the agreement as at of price(s) as recorded at <u>Annex A</u> to this Statement were conducted in accordance with the Contractor's obligations under this Agreement.

2. The Contractor and the Authority each confirms that it is not aware of any material omission or inaccuracy in the facts and pricing assumptions provided by it, on which the price(s) are based, and which are set out or referenced in <u>Annex B</u> to this Statement.

3. The Contractor confirms that in estimating the costs on which the price(s) recorded at <u>Annex A</u> to this Statement are based it has observed the cost accounting practices set out in the Questionnaire as to the Method of Allocation of Costs dated except as explained in <u>Annex B</u> to this Statement.

4. The Authority and the Contractor shall each maintain in confidence the information provided to it by the other for the purpose of the negotiations mentioned in Paragraph 1 above. Information will not be disclosed to others without the written authority of the owner.

5. The agreement of price(s) set out in this Statement does not constitute any representation by either party to the other or oblige either party to contract with the other.

To the best of the knowledge of each of us the foregoing is correct and there have been no material changes to the information set out or referenced in Annex B to this Statement between the time of price agreement and the date of signature below.

Signed	Signed
Name	Name
Position	Position
QinetiQ Ltd	Authority for the Secretary of State for Defence
Date	Date

Annex A to Equality of Information Pricing Statement dated......in respect of Task [No.]

Prices Item No Qty Price

Price Breakdowns may be inserted for future use if agreed.

Annex B to Equality of Information Pricing Statement dated......in respect of Task [No.]

Facts and Pricing Assumptions

For contracts worth more than £1M the pricing statement will record an appropriate selection of the facts and pricing assumptions which are listed at (a) and (b) below.

a). The following elements are as stated in the draft Tasking Order and proposal unless annotated otherwise. (Reference of relevant correspondence should be given where appropriate):

Contract terms, including payment arrangements

Contract Schedule

Contract Specification(s)

Statement of Work

Drawing Build Standard (where it exists)

Inspection and Testing Plan

Acceptance criteria

Delivery rate and/or period(s)

Warranty period

VOP

Manufacturing programme, plant and processes

GFX and / or CFX

Special to type tooling, test equipment, jigs & etc.

b). Major areas of agreement should be recorded in this section for future reference

Materials, bought out parts, sub-contracted work, inter-Unit activity

Direct Labour (man hours and wage rates)

Basis of the estimating allowances including learner, factors and models used, including economic and currency factors.

Indirect Costs (overhead rates used)

Basis of forward load anticipated over contract period including details of related MOD programmes

Exceptions from the currently agreed QMAC

Exclusions, proprietary prices, elements of the price(s) established by competition or market prices, etc

Other Costs, special jigs, test equipment, etc

Contingencies/Unallocated (i.e. final negotiating lump sum)

Other estimating uncertainties on both sides

Profit Allowance (i.e. estimated forward CP:CE ratios)

APPENDIX 2 TO TASKING ORDER FORM:

Statement of Requirement Template

STATEMENT OF REQUIREMENT

Contract Number:	Issue Number & Date:				
Project Title:					
Requirement:					
Brief description of the background of the task,	, as well as a detailed description of the work required				
Deliverables (Duties for the purpose of KPI	8):				
	set etc as well as milestone plan for deliverables if or specific requirements – to include at least one Duty				
1.					
2.	2.				
3.					
[etc.]					
GFX (to be provided by the Authority):					
CFX (to be provided by the Customer):					
Equipment or asset arrangements:					
In the event that the Customer is asking the behalf:	Contractor to purchase equipment or assets on their				
 what are these items (specification 	ns)?; and				
 are they intended to be removed b 	by the Customer at the end of the Tasking?				
 what support arrangements will removal). 	exist (service, maintenance, replacement, storage,				

A permanent addition or enhancement to Capability that is intended to remain shall not be contracted via a Tasking, and shall be the subject of a Change in accordance with Schedule 26 (Change).

Who will own the equipment or assets at the end of the task? (Will DEFCON 649 (Vesting) apply)?

Any requirements for the management of ITAR materials within the requirement:

Dependencies:

e.g. Equipment delivery

Specific capabilities of range or personnel required (if applicable):

Relevant Acceptance Criterion

Details of any relevant acceptance process, protocols, or duties relevant to the task.

Critical date for completion of work:

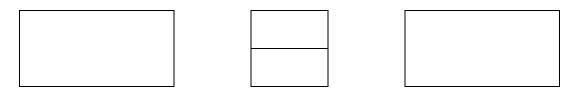
APPENDIX 3 TO TASKING ORDER FORM

Example of cost breakdown detail

Manpower

Facilities

Facility	Rate	Quantity	Total





T&S

Item	Rate	Quantity	Total
Hire Car			
Petrol Mileage			
Overnight Accommodation			
Meals			
Flights			

Personnel

Cost Centre	Global Grade	Hourly Rate	Number of Hours	Total

Materials

Item	Cost	Quantity	Total

Subcontractor Costs

Subcontractor	Total	

Other Costs

ltem	Cost	Quantity	Total

SCHEDULE 3 TO THE TASKING ARRANGEMENT

GENERAL INFORMATION FORM

	DEFFORM 111 (Edn 12/17)
Appendix - Addresse	es and Other Information
1. Commercial Officer	8. Public Accounting Authority
Name:	1.
Address:	
	2
Email:	
2	
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)	9. Consignment Instructions
Name:	The items are to be consigned as follows:
Address	
Email:	
8	
3. Packaging Design Authority	10. Transport. The appropriate Ministry of Defence Transport Offices are:
Organisation & point of contact:	
	Air Freight Centre
	EXPORTS
	Surface Freight Centre
	EXPORTS 2

4. (a) Supply / Support Management Branch or Order Manager:	B. <u>JSCS</u>
inditager.	JSCS Helpdesk
Branch/Name:	
2 2	JSCS Fax No.
(b) U.I.N.	
5. Drawings/Specifications are available from	11. The Invoice Paying Authority
	Ministry of Defence
	DBS Finance
	Fax:
	Website is:
C. Intentionally Direct	40. Energy and Decomposite in an available through t
6. Intentionally Blank	12. Forms and Documentation are available through *:
	Applications via fax or email:
7. Quality Assurance Representative:	NOTE
	1. Many DEFCONs and DEFFORMs can be obtained from
	the MOD Internet Site:
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract	2. If the required forms or documentation are not available
Conditions.	on the MOD Internet site requests should be submitted
Conditions. AQAPS and DEF STANs are available from UK Defence	on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.
AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the	on the MOD Internet site requests should be submitted
AQAPS and DEF STANs are available from UK Defence	on the MOD Internet site requests should be submitted

SCHEDULE 4 TO THE TASKING ARRANGEMENT

MODIFICATIONS TO GOVERNMENT PUBLICATIONS

For the purposes of this Arrangement, the terms of the following Government Publications, shall be deemed to have been amended in the manner set out in this Schedule, namely:

- 1 DEFCONS incorporated by Condition 3 of the Enabling Arrangement into the main body of this Arrangement shall be construed so that references in a DEFCON to a contract shall denote this Arrangement.
- 2 DEFCONS incorporated into Schedule 1 by Condition 2 of Schedule 1 shall be construed so that references in a DEFCON to a contract shall denote the Task.
- 3 Condition 2 of DEFCON 625 shall be deemed to be amended so as to read:

"The Authority and the Contractor shall agree a fair and reasonable price for satisfying the provisions of this Condition, and payment of such price shall be made within 30 days of the production of an appropriate invoice by the relevant party."