

## Schedule 3 (Tasking Form) FATS 5 Tasking

### Final Form

#### Tasking Identification

Unique Tasking Order Number	FTS5/SSP/003	Version No. & Date	1 02/11/2018
FATS Business Case Number	Original FBCSTSP/DCC/1718/084 Amendment FBC 7034 <i>(FATS team supplied)</i>	Supplier Reference Number	FATS5
Project / Equipment for which task is in support		UOR	No
Task Title	Personal Load Carriage Equipment (PLCE) Component Testing FATS5 - DCC Survivability		
Filter Name and Number:	2		

Please refer to FATS Customer Guidance for definition of Work Category

Directorate & PT / Organisation Title		Supplier Name	ITS Testing Services (UK) Ltd
PT Leader/ Project Manager	REDACTED	Post	Intertek
Post	Project Manager	Address	Centre Court
Address	STSP, DCC		Meridian Business Park
	MOD Abbey Wood		Leicester
	Bristol		Leicestershire
Postcode	BS34 8JH	Postcode	LE19 1WD
Telephone / Fax No	REDACTED	Telephone / Fax No	REDACTED
E-mail	REDACTED	E-mail	REDACTED
UIN & RAC	D0460A,NPF001,P0590A,PVA005	CPV Code	71356000

Date Draft Tasking Issued	02/11/2018	Deadline for Authority's receipt of Tenderer's response to the Draft Tasking	03/12/2018
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## 1. Schedule of Requirements

Brief summary of requirement – expand/delete rows as appropriate (full details appear below in the Statement of Requirement)

Requirement	Deliver to	Firm Price (ex VAT)	Task Completion Lead Time (weeks)
<p>The Contractor shall complete all work packages in accordance within 'Work Package Breakdown'.</p> <p>Costs are to be fully inclusive of all activity (including project meetings, progress updates and T&amp;S), and exclusive of VAT.</p> <p>The lead time is for the final provision of the updated specification to the Authority. A schedule for delivery of each Work Package is to be determined post-contract award.</p>	<p>Email to: <b>REDACTED</b></p> <p>Or on CD to: Mail Point #3260 DE&amp;S Abbey Wood, Bristol BS34 8JH</p>	<b>REDACTED</b>	12
<p>Travel and Subsistence costs</p> <p>All T&amp;S must be paid against actuals in accordance with the rates agreed at Condition 14 of the FATS 5 overarching terms and conditions.</p>		<p><b>Limit of Liability (inc VAT)</b></p> <hr/> <p><b>REDACTED</b></p>	

# STATEMENT OF REQUIREMENT

<b>Unique Tasking Number</b> <p style="text-align: center;">FTS5/SSP/003</p>	<b>Issue Number &amp; Date</b> <p style="text-align: center;">0</p>	<b>Supplier Reference Number:</b> <p style="text-align: center;">FATS5</p>
<b>Task Title:</b> Personal Load Carriage Equipment (PLCE) Component Testing FATS5 - DCC Survivability		
<b>Brief Description of Task (or see attached detailed Statement of Requirement):</b> In accordance with the Schedule of Requirements the Contractor shall:  Conduct a review of the 39 technical specifications to identify all prescriptive equipment components, materials and manufacturers. Identify required testing and determination of performance criteria required for components and materials. Complete required testing as identified to performance criteria required for components and materials, including the Bundesman Rain Shower and Drying testing. Update references of standards to latest editions (e.g. British Standards), where applicable. Revise and edit specifications as determined, providing them back to the Authority in the prescribed format.		
<b>Background/Justification:</b> Tasking can be undertaken by existing suppliers on the FATS framework. Activities cannot be completed in-house		
<b>Activities to be Undertake:</b>  SOR		
<b>Deliverables: (insert here or below Key Deliverables template)</b>  See Key Deliverables template		
<b>Acceptance/Rejection criteria / provisions</b> Acceptance:  SOR  Rejection:  SOR		
<b>Key Project Indicators (KPIs) and Performance Management Requirements</b>  See SOR		
<b>Government Furnished Assets (GFA)</b> (List <u>all</u> GFA applicable to the task in accordance with DEFCON 611 (Edn 02/16) & 694 (Edn 03/16))		
<b>Additional Quality Requirements &amp; Standards:</b>  None	<b>Timescale:</b>  <b>Commencement Date: 17<sup>th</sup> January 2019</b>  <b>Delivery Date: 26th April 2019</b>	
<b>Project Manager: REDACTED</b>		
<b>Signature:</b>		<b>Date: 17<sup>th</sup> January 2019</b>

# WORK PACKAGE BREAKDOWN

The Contractor shall complete all work packages (WP).

Work Package prices are to be provided for the Authority's reference only.

Payment shall be made on completion of all WPs.

WP No.	Description	Firm Price £ (Ex VAT)
1a	Review of 39 technical specifications to identify all prescriptive equipment components, materials and manufacturers. (WP1a)	REDACTED
1b	Update references of standards to latest editions (e.g. British Standards), where applicable. (WP1b) <b>REDACTED</b>	REDACTED
1c	Revise and edit specifications as determined. (WP1c) <b>REDACTED</b>	
1d	Provide revised specifications to the Authority. (WP1d) <b>REDACTED</b>	
1e	Provide updated specification in MS Word format, submitted on Compact Disc to the Authority. (WP1e) <b>REDACTED</b>	
2	Identify benchmarking required against stated standards (e.g. British Standards) and existing components and materials. (WP2)	REDACTED
3a	Identify required testing and determination of performance criteria required for components and materials. (WP3a)	REDACTED
3b	Complete required testing as identified to performance criteria required for components and materials. (WP3b)	REDACTED
4a	Conduct Immersion test, Bundesmann Rain shower test and Drying Speeds to determine if water absorption of main material test (BS34214-26 Method 29C) is required as a result of implementation of system tests. (WP4a)	REDACTED
4b	Update relevant specifications with BS34214-26 Method 29C performance criteria if required. (WP4b)	REDACTED
5a	Provide project progress updates. (WP5a)	REDACTED
5b	Attend Project Meetings (as required). (WP5b)	REDACTED
5c	Provide a schedule for delivery for each Work Package within four weeks of Contract Award. (WP5c)	REDACTED
	<b><u>Total Cost £ (Ex VAT) (Including expenses estimated at REDACTED)</u></b>	<b>£22933.10</b>

## 2. Order Conditions

All conditions of the framework shall apply as supplemented by the terms selected below. The two sets of conditions become a binding contract at the time of signature on the Schedule.

### Type of Contract

<b>Competitive</b> <b>Competitive Award Criteria</b> <b>Weightings</b>	<input checked="" type="checkbox"/>
	Most economically advantageous having regard to price, delivery, etc See SOR
<b>Reverse Auction used?</b>	<input type="checkbox"/>
<b>Single Source</b>	<input type="checkbox"/>

### General Conditions

DEFCON 624 (Edn 04/10) – Use of Asbestos in Arms, Munitions or War Materials	<input type="checkbox"/>	DEFCON 603 (Edn 10/04) – Aircraft Integration and Clearance Procedure	<input type="checkbox"/>
DEFCON 176A (Edn 06/08) - MOD Requirements For Competition In Subcontracting (Non-Competitive Main Contract)	<input type="checkbox"/>	Additional Conditions <i>A sheet is to be attached detailing any conditions that have been added</i>	<input type="checkbox"/>
DEFCON 514A (Edn 03/16) Failure of Performance under Research and Development Contracts	<input type="checkbox"/>		

### Special Indemnity Conditions

DEFCON 661 (Edn 10/06) – War Risk Indemnity	<input type="checkbox"/>
DEFCON 661A (Edn 05/02) – War Indemnity Risk ( Alternative Version)	<input type="checkbox"/>
DEFCON 684 (Edn 01/04) – Limitation upon Claim in Respect of Aviation Products	<input type="checkbox"/>
DEFCON 638 (Edn 12/08) – Flights Liability and Indemnity	<input type="checkbox"/>

### Pricing Conditions Required

Firm Priced at Outset ( <i>this applies to all tasks other than by exception</i> )	<input checked="" type="checkbox"/>
For single source tasks valued below £5M, the following conditions shall apply: DEFCON 127 (Edn 12/14) – Price Fixing Condition for Contracts of a Lesser Value DEFCON 800 (Edn 12/14) – Qualifying Defence Contract DEFCON 801 (Edn 12/14) – Amendments to Qualifying Defence Contracts – Consolidated Versions. DEFCON 802 (Edn 12/14) – QDC – Open Book on sub-contracts that are not Qualifying Sub-Contracts. DEFCON 803 (Edn 12/14) – QDC: Disapplication of Protection against Excessive Profits and Losses (PEPL)	<input type="checkbox"/>

<b>Pricing Conditions Required</b>	
DEFCON 804 (Edn 12/14) – QDC: Confidentiality of Single Source Contract Regulations Information. DEFCON 811 (Edn 12/14) – Single Source: Profit and Loss sharing on FIRM/FIXED Price Contracts. DEFCON 812 (Edn 04/15) – Single Source Open Book DEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contracts	
Exceptionally, if other than Firm Priced at Outset ( <i>include additional conditions in attachment &amp; complete Appendix 4</i> )	<input type="checkbox"/>

<b>Payment Terms</b> (Use of CP&F and Payment on Completion are the default)			
DEFCON 522 (Edn 18/11/16)	<input checked="" type="checkbox"/>	Milestone/Stage Payments (see DEFCON 649 (Edn 07/99) below)	<input type="checkbox"/>
DEFCON 5J (Edn 03/15) – Unique Identifiers	<input checked="" type="checkbox"/>	DEFCON 649 (Edn 07/99) – Vesting (applicable to Tasks with deliverables where provision has been made for milestone/Stage payments in advance of completion)	<input type="checkbox"/>
DEFCON 129 (Edn 07/08) – Packaging (For Articles other than Ammunition & Explosives)	<input type="checkbox"/>		
OGD Payment Arrangements <i>For tasks placed by other Government departments, please provide full details of the payment procedure to be followed, as an attachment to this tasking form.</i>			<input type="checkbox"/>

<b>Milestone/Stage Payments</b> (Expand table as appropriate)		<b>Due Date</b>	<b>%</b>	<b>Value £k (ex VAT)</b>
<b>Milestone/Stage No</b>	<b>Key Deliverable</b>			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>FINAL</b> (Payment should be subject to a reasonable retention based on % of total cost)	Satisfactory delivery of all work under the contract			

### Intellectual Property Rights

Completion of this section is **mandatory**. Select the appropriate condition(s) by ticking the boxes below after consulting FTS/STS Customer Guidance or with DIPR, if appropriate. In the event that no boxes are ticked in this section (Intellectual Property Rights), all intellectual property generated under the Task shall be subject to the terms of DEFCON 703.

DEFCON	Tick	As Applicable	Tasking Order Line Item ( tick as appropriate)
<b><u>If DEFCON 703 does not apply then select either:</u></b>			
DEFCON 705 (Edn 11/02)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
<b><u>OR:</u></b>			
DEFCON 14 Edn 11/05, 15 21 ,126 Edn 11/06 & DEFFORM 315	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 Edn 11/05, 16 Edn 10/04, 21 & DEFFORM 315	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 Edn 11/05, 90 Edn 11/06 & 126 Edn 11/06)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 (Edn 11/05), 91 (Edn 11/06) & 126 (Edn 11/06)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
Other, as specified in a special IPR condition to be applied to the Tasking Order	<input checked="" type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
No intellectual property conditions apply ( <i>refer to DIPR before ticking this box</i> ).			<input type="checkbox"/>

### Issue of Government Stores

DEFCON 23 (Edn 08/09)* – Special Jigs, Tooling and Test Equipment	<input type="checkbox"/>
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### Controlled Information

Issue of Controlled Information ( <i>subject Condition 50 of Schedule 1</i> )  ( <i>if ticked then list Controlled Information and attach list to Tasking Form</i> )	<input type="checkbox"/>
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### Payment of Customs Duty – select one box only

DEFCON 619A (Edn 09/97) - Customs Duty Drawback	<input type="checkbox"/>	Issue of Certificate in accordance with EU (Council) Regulation 150/2003	<input type="checkbox"/>
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<b>Progress Reports</b>					
If ticked, progress reports must utilise the current version of DRRS Format Standards for Scientific and Technical Reports Prepared for the United Kingdom Ministry of Defence.	<input checked="" type="checkbox"/>	DEFCON 642 (Edn 06/14) – Progress Meetings	<input checked="" type="checkbox"/>	Frequency required	Monthly
Brief Description	Email				

<b>Transport – select one box only</b>			
DEFCON 621A (Edn 06/97) – Transport (if the Authority is responsible for transport)	<input checked="" type="checkbox"/>	DEFCON 621B (Edn 10/04) – Transport (if the Contractor is responsible for transport)	<input type="checkbox"/>

<b>Quality Assurance Conditions</b>	
According to the product or scope of the work to be carried out, the Contractor shall meet the requirements of:	
AQAP 2110 – NATO Quality Assurance Requirements for Design, Development and Production	<input type="checkbox"/>
<b>Deliverable Quality Plan requirements</b>	
DEFCON 602A (Edn 12/06) - Quality Assurance with Quality Plan	<input type="checkbox"/>
DEFCON 602B (Edn 12/06) - Quality Assurance without Quality Plan	<input checked="" type="checkbox"/>
AQAP 2105 – NATO Requirements for Delivering Quality Plans	<input type="checkbox"/>
<b>Software Quality Assurance requirements</b>	
AQAP 2210 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110	<input type="checkbox"/>
<b>Air Environment Quality Assurance requirements</b>	
Def. Stan. 05-100 – Ministry of Defence Requirements for Certification of Aircraft for Authorised Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)	<input type="checkbox"/>
Relevant MAA Regulatory Publications (See attachment for details)	<input type="checkbox"/>
Additional Quality Requirements (See attachment for details)	<input checked="" type="checkbox"/>

<b>Warranty</b>			
Express Warranty (See attachment for details)	<input checked="" type="checkbox"/>	Warranty – remedies implied by general law	<input type="checkbox"/>

<b>Security</b>	
DEFCON 659A (Edn 11/14) – Security Measures	<input type="checkbox"/>

## 2.1 General Conditions

## DEFCON5J (Edn.12/17) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 4 of the DEFCON shall not apply.

### 2.1.1 Maintenance of Quality Assurance

The Contractor shall maintain their ISO 9001/2015 Certificate and any subsequently issued editions for the duration of this Contract. Should the Contractor fail to maintain this status, they must provide an immediate rectification plan to regain this status.

### 2.1.2 Government Furnished Equipment

The Contractor shall notify the Authority after completion of WP 1a and 3a within the Work Package Breakdown of any equipment required to facilitate completion of the tasking. This equipment shall subsequently be added to PLCE Annex A - GFX List.

### 2.1.2. DEFCON 604 Ed 06/14 Progress Reports

1.

The Contractor shall supply the Authority with reports on the progress of the Contract

2.

Reports shall detail as a minimum:

a.

Performance / Delivery of the Contractor Deliverables;

b.

Risks and Opportunities;

c.

Any other information specified in the Contract;

d.

Any other information reasonably requested by the Authority.

3.

Reports shall be provided to the addressees in boxes 1 and 2 of the DEFFORM 111 and in the form and frequency specified in the Contract.

4.

The provision of these reports by the Contractor and receipt by the Authority shall be in accordance with DEFCON 525 (Acceptance). These reports shall not prejudice any rights or obligations of the Authority or the Contractor under the Contract.

## 2.2 Specifications, Plans

DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

## 2.3 Price

Not Applicable

## 2.4. DEFCON 531 Ed 11/14 Disclosure Of Information

1.

'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, including information provided in the tender or negotiations which preceded the award of the Contract.

2.

Subject to Clauses 5 to 9 each party:

a)

shall treat in confidence all Information it receives from the other;

b)

shall not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

c)

shall not use any of that Information otherwise than for the purpose of the Contract; and

d)

shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

3.

The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

a)

is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract; and

b)

is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.

4.

The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 2 and 3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

5.

Clauses 2 and 3 shall not apply to any Information to the extent that either party:

a)

exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

b)

has the right to use or disclose the Information in accordance with other conditions of the Contract; or

c)

can show:

i.

that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties;

ii.

that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;

Disclosure Of Information Page 2 of 3

iii.

that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or

iv.

from its records that the same information was derived independently of that received under or in connection with the Contract;

provided the relationship to any other Information is not revealed.

6.

Neither party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.

7.

The Authority may disclose the Information:

- a) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
- b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- d) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in DEFCON 501 (including benchmarking organisation) for any purpose relating to or connected with this Contract;
- e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- f) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this DEFCON.

8. Before sharing any Information in accordance with clause 7 above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.

9. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (“the Act”) or the Environmental Information Regulations 2004 (“the Regulations”). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations  
 Disclosure Of Information Page 3 of 3  
 on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Condition shall affect the Contractor’s rights at law.

10. Nothing in this Condition shall affect the parties' obligations of confidentiality where information is disclosed orally in confidence.

## 2.5 Loans

DEFCON611 (Edn.02/16) - Issued Property

DEFCON694 (Edn.03/16) - Accounting For Property of the Authority

## 2.6 Delivery

DEFCON621A (Edn.06/97) - Transport (if Authority is responsible for transport).

## 2.7 Payment/Receipts

DEFCON522 (Edn.11/17) - Payment and Recovery of Sums Due

## 2.8 Contract Administration

DEFCON642 (Edn.06/14) - Progress Meetings

### 3. Price

TOTAL CONTRACT PRICE	TYPE OF PRICING
£22933.10	Firm Price

### 4. Authority Tasking Order Commercial Officer Authorisation

Name	<b>REDACTED</b>		
Position	<b>Commercial Officer</b>		
Signature			
Date	<b>17/01/2019</b>	Telephone Number	<b>REDACTED</b>

### 5. Acknowledgement by supplier

Name			
Position			
Signature			
Date		Telephone Number	

### 6. Record of Authorised Changes

CHANGE ISSUE NUMBER	DATE OF ISSUE	COMMENTS / REASON FOR CHANGE

## 7. Final Administration

On receipt of the tasking acknowledgement from the Contractor, the **Authority's Commercial Manager (who placed the task)** must send a copy of the acknowledged final tasking order form together with a completed DEFFORM 57 AND DEFFORM 111 (Edn 07/12) to:

DBS Finance  
Walker House  
Exchange Flags  
Liverpool  
L2 3YL

### For OGDs Only

A copy of the acknowledged final tasking form must be sent by the **Authority's Commercial Manager (who placed the task)** and by the Contractor electronically to the FATS Team at the following address:

[defcomrclcc-fatscases@mod.uk](mailto:defcomrclcc-fatscases@mod.uk)

Def Comrcl CC-TechSpt1c  
Poplar 1 #2119  
MOD Abbey Wood South  
Bristol  
BS34 8JH

## Appendix - Addresses and Other Information

**1. Commercial Officer:**

Name: REDACTED

Address: STSP, DCC, Elm 3c, MOD Abbey Wood, Bristol, BS34 8JH

Email: REDACTED

☎ REDACTED

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

Name: REDACTED

Address: STSP, DCC, Elm 3c, MOD Abbey Wood, Bristol, BS34 8JH

Email: REDACTED

☎ REDACTED

**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:**

Name: REDACTED

Address: STSP, DCC, Elm 3c, MOD Abbey Wood, Bristol, BS34 8JH

Email: REDACTED

☎ REDACTED

(b) U.I.N. D0465A

**5. Drawings/Specifications are available from:****7. Intentionally Left Blank****8. Quality Assurance Representative:**

REDACTED

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

None

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 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 [www.freightcollection.com](http://www.freightcollection.com)**11. The Invoice Paying Authority:**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

**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 Arcott

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

**Applications via fax or email:** [DESLCCLS-](mailto:DESLCCLS-)[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@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.

## Appendix 2 to Schedule 3 (Confidentiality Agreement)

The provisions of this Clause are supplemental to DEFCON 531

1. Both DEFCON 531 and the provisions of this Clause apply to:
  - (A) This Tasking;
  - (B) Any Information disclosed by either party prior to the issue of a draft Tasking and in contemplation of Work being placed by the Authority under a Tasking; and
  - (C) Any Tasking placed under this Agreement, provided that Information provided to a party for the purpose of Tendering for a Tasking shall only be used for that Tendering purpose, and Information provided to a party for performing a Task placed on it under this Agreement shall only be used for the performance of that Task.
  
2. Subject to its requirements of continued access to Information necessary to exercise its rights of disclosure and use hereunder including under any Tasking Order, and to the obligations set out herein in respect of any Controlled Information (Definition in Clause 42 Schedule 1), the recipient of any Information shall:
  - (A) Upon the expiry or termination of the Agreement; or
  - (B) Upon the expiry or termination of any Tasking Order (for the purposes of which Information is disclosed); or
  - (C) If the Authority decides not to proceed with the issue of a Tasking Order (for the purposes of which Information is disclosed),  
  
in accordance with any reasonable directions given and/or a reasonable request made by the other party promptly:
    - (1) Return to the other party the Information and all copies thereof; or
    - (2) Take such other measures in respect of the Information and all copies thereof as may be required elsewhere in the Tasking Order.
  
3. The provisions of DEFCON 531 and of this Clause shall survive the expiry or termination of the Agreement or any Tasking Order in accordance with 2(A) or 2(B) or the decision not to proceed in accordance with 2(C).



5d.Other Costs	<b><u>Sub-contractor Price</u></b>	Unable to establish until work after tender award commences
	Sub-Contractor Details	Unable to establish until work after tender award commences

Materials

Other (Please provide details below)	Cost
Description	

Total Firm Price for deliverables	<b>REDACTED</b>
Total Travel and subsistence cost	<b>REDACTED</b>
Total Price	<b>£22933.10</b>

## Appendix 4 to Schedule 3 (Montreal Protocol Substances)

**CFCs** - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

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 - BFC)  
Halon-1301 (bromotrifluoromethane - BTM)  
Halon-2402

**HBFCs** - Production has stopped.

$\text{CHFBr}_2$	$\text{C}_2\text{H}_2\text{F}_2\text{Br}_2$	$\text{C}_3\text{HF}_4\text{Br}_3$	$\text{C}_3\text{H}_3\text{F}_2\text{Br}_3$
$\text{CHF}_2\text{BrC}$	$2\text{H}_2\text{F}_3\text{Br}$	$\text{C}_3\text{HF}_5\text{Br}_2$	$\text{C}_3\text{H}_3\text{F}_3\text{Br}_2$
$\text{CH}_2\text{FBrC}_2$	$\text{H}_3\text{FBr}_2$	$\text{C}_3\text{HF}_6\text{Br}$	$\text{C}_3\text{H}_3\text{F}_4\text{Br}$
	$\text{C}_2\text{H}_3\text{F}_2\text{Br}$	$\text{C}_3\text{H}_2\text{FBr}_5$	$\text{C}_3\text{H}_4\text{FBr}_3$
$\text{C}_2\text{HFBr}_4$	$\text{C}_2\text{H}_4\text{FBr}$	$\text{C}_3\text{H}_2\text{F}_2\text{Br}_4$	$\text{C}_3\text{H}_4\text{F}_2\text{Br}_2$
$\text{C}_2\text{HF}_2\text{Br}_3$		$\text{C}_3\text{H}_2\text{F}_3\text{Br}_3$	$\text{C}_3\text{H}_4\text{F}_3\text{Br}$
$\text{C}_2\text{HF}_3\text{Br}_2$	$\text{C}_3\text{HFBr}_6$	$\text{C}_3\text{H}_2\text{F}_4\text{Br}_2$	$\text{C}_3\text{H}_5\text{FBr}_2$
$\text{C}_2\text{HF}_4\text{Br}$	$\text{C}_3\text{HF}_2\text{Br}_5$	$\text{C}_3\text{H}_2\text{F}_5\text{Br}$	$\text{C}_3\text{H}_5\text{F}_2\text{Br}$
$\text{C}_2\text{H}_2\text{FBr}_3$	$\text{C}_3\text{HF}_3\text{Br}_4$	$\text{C}_3\text{H}_3\text{FBr}_4$	$\text{C}_3\text{H}_6\text{FBr}$

**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 (CCl<sub>4</sub>)** - Production has stopped.

**1,1,1-TRICHLOROETHANE (C<sub>2</sub>H<sub>3</sub>Cl<sub>3</sub>)** - Production has stopped.

**METHYL BROMIDE (CH<sub>3</sub>Br)** - Production limits apply.

Annex A to PLCE Component Testing FATS Task No. FTS5/SSP/003

**Government Furnished Information (GFI)**

	Description	NSN	Quantity	Issue Date	Deliver to Location	Return Date	Reporting	Responsibility for Delivery/Collection	Other Issues i.e. Packaging/Technical Docs
1	DC/CPS/6083	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
2	DC/MS/6563	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
3	DC/MS/5661	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
4	DC/MS/6657	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
5	PCE/PS/6487	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
6	UK/SC/4388	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
7	UK/SC/4559	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
8	UK/SC/4560	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
9	UK/SC/4578	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
10	UK/SC/5077	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
11	UK/SC/5123	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
12	UK/SC/5156	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
13	UK/SC/5157	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
14	UK/SC/5158	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
15	UK/SC/5159	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
16	UK/SC/5160	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
17	UK/SC/5162	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
18	UK/SC/5163	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
19	UK/SC/5164	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
20	UK/SC/5165	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
21	UK/SC/5166	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
22	UK/SC/5167	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
23	UK/SC/5168	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
24	UK/SC/5241	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
25	UK/SC/5274	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
26	UK/SC/5275	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
27	UK/SC/5276	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
28	UK/SC/5290	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
29	UK/SC/5299	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
30	UK/SC/5355	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
31	UK/SC/5475	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
32	UK/SC/5490	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
33	UK/SC/5491	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
34	UK/SC/5517	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
35	UK/SC/5598	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
36	UK/SC/5672	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
37	UK/SC/5727	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
38	UK/SC/6321	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A
39	UK/SC/6549	N/A	1		ITS Testing Services (UK) Ltd	Instructions provided on completion		N/A	N/A

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# **Framework Agreement For Technical Support/5**

**THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

**and**

**THE CONTRACTORS WHO ARE LISTED AT SCHEDULE 5**

**Dated 24 May 2017**

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## **Schedule 1 (Terms and Conditions)**

### **Part 1 - Definitions**

#### **1. Definitions**

### **Part 2 – DEFCONs**

#### **2. DEFCONs**

### **Part 3 – Mechanics, Commercial Purpose and Scope**

#### **3. Mechanics**

#### **4. Commercial Purpose**

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### **Part 5 – Standards of Conduct**

#### **9. General Standards**

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### **Part 6 – Price and Payment**

#### **13. Price**

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### **Part 7 – Performance Management**

#### **18. Performance Management**

**Part 8 – Contractors Personnel**

- 19. Security
- 20. Conflict of Interest
- 21. Contractor's Use of the Authority's Information Technology

**Part 9 – Environmental Provisions**

- 22. Montreal Protocol Substances

**Part 10 – Intellectual Property Provisions**

- 23. Intellectual Property Rights

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- 24. Alternative Dispute Resolution Procedure
- 25. Consequences of Termination or Expiry
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**Part 12 – Miscellaneous**

- 27. Issue of GFA
- 28. Contract Managers
- 29. Public relations and publicity
- 30. Legal relationship between the Parties
- 31. Supplier Statement of Good Standing
- 32. Change of Control

**Schedule 2 - FATS 5 Technical Filters**

**Schedule 3 - FATS Tasking Form**

**Schedule 4 - Mini competition process**

**Schedule 5 - List of Contractors by Filter**

**Schedule 6 - Rates Matrix**

## Framework Agreement for Technical Support/5

Dated: 24 May 2017

**Between:**

- 1 **The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (the Authority);**
- 2 **The Contractors (“the Framework Contractors”) who are listed at Schedule 5.**

**Background:**

1. The purpose of this **Agreement** is to enable **the Authority**, including all units and establishments of the Ministry of Defence and any other UK Government department or contracting authority<sup>1</sup> to place Taskings with a Contractor under the Terms of the Framework Agreement for Technical Support as set out in this framework.
2. The **Agreements** entered into by **the Authority** and the Contractors, who have been assessed against their declared **Technical Filters**.

## Schedule 1 Terms and Conditions

### Part 1 - Definitions

#### 1. Definitions

**Authority Confidential Information** means any information received by the Contractor from **the Authority** in connection with this Framework Agreement, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of **the Authority**, together with all information derived from any of the above, and any other information conveyed by **the Authority** which is clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

**Authority Framework Contract Manager** is the person or persons appointed from the FATS team as such.

**Authority Tasking Commercial Officer** is the person or persons appointed as such in Appendix 1 to Schedule 3 (Tasking Form) DEFFORM 111.

**Authority Data** means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are supplied to the Contractor by or on behalf of **the Authority** [or are generated by the Contractor in performing this Framework Agreement]; or
- (b) any **Personal Data** for which **the Authority** is the **Data Controller** and which **the Authority** discloses to the Contractor or are generated by the Contractor in performing this Framework Agreement.]

**Authority Representative** means the relevant representative of **the Authority** as notified to the Contractor by either the **Authority Framework Contract Manager** or the **Authority Tasking Commercial Officer**, from time to time.

**Authority Sites** any site owned by HM Government, or leased in the name of HM Government

**Commencement Date** has the meaning given to it in Clause 6 (Duration).

**Commercially Sensitive Information** means information of a commercially sensitive nature relating to the Contractor or its business which the Contractor has indicated to **the Authority** that for the purposes of DEFFORM 539, if disclosed by **the Authority**, would cause the Contractor significant commercial disadvantage or material financial **Loss**.

**Confidential Information** means the **Authority Confidential Information** and/or the **Contractor Confidential Information**.

**Contractor Point of Contact** is the person or persons appointed from the Contractor as such in Clause 28 under "Contractor Point of Contact". **Contracts, Purchasing and Finance (CP&F)** means the end to end MoD contracting, purchasing and finance tool.

**Crown and Servants of the Crown** means the HM Government and anyone who is employed by HM Government.

**Dates:** Reference to a date is to the day commencing on such date.

**DEFCON** means a condition of **Contract** promulgated by the Ministry of Defence.

**Environment** means all or any of the media of air, water, land and all or any living organisms (including man) or systems supported by any such media.

**Environmental Information Regulations** means the **Environmental Information Regulations 2004**, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations.

**FATS 5 Reference Number** - A unique number to a FATS 5 supplier allocated by the FATS Commercial Team.

**FATS Tasking Form** means the approval form to be used by **the Authority** to order works and/or **Services** in the appropriate form as set out in Schedule 3.

**FOI Information** has the meaning given to "Information" under section 84 of the Freedom of Information Act 2000.

**Framework Agreement Period** has the meaning given to it in Clause 6.1 (Duration).

**Framework Agreement Period Extension** - has the meaning given to it in Clause 6.2 (Duration).

**Framework Contract Managers** means both the **Authority Framework Contract Manager** and Error! Reference source not found.

**GFA** means Government Furnished Assets i.e. the **Services**, information, equipment, assets and other supplies that **the Authority** shall supply to the Contractor for the purpose of this Framework Agreement in accordance with Clause 27(Issue of **GFA**).

**GAAP** (Generally Accepted Accounting Principles) means the common set of accounting principles, standards and procedures that companies should use to compile their financial statements.

**Insolvency** is when an individual or an organisation cannot pay their debts that are due.

**Intellectual Property Rights** or **IPRs** means patents, trademarks, service marks, domain names, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations, whether registerable or not, in any country (including the United Kingdom) for the full term of the rights together with any extensions.

**KPIs** means the key performance indicators.

**Living Documents:** Unless stated to the contrary, any reference to this Framework Agreement or to any other document in this Framework Agreement (other than a DEFCON, DEFSTAN, DEFFORM, AQAP or ISO Standard) are references to this Framework Agreement or such other document as varied, amended, novated,

supplemented or replaced from time to time. For clarity, any variation, amendment, novation, supplement or replacement of this Framework Agreement (and the impact on this Framework Agreement of any variation, amendment, novation, supplement or replacement of any other such document) shall only be effective as between the Parties if processed in accordance with DEFCON 503.

**Montreal Protocol Substances** has the meaning given to it in Clause 22 (**Montreal Protocol Substances**).

**Parties** means **the Authority** and the Contractor to this Framework Agreement.

**Personal Data** shall have the same meaning as set out in the Data Protection Act 1998.

**Prohibited Act** means any of those acts listed in DEFCON 520.

**Project Manager** means the person specified as such in the Schedule of Requirements and the Appendix 1 to Schedule 3 (Tasking Form) DEFFORM 111.

**Regulation(s)** means any Regulation which is applicable within the context of the Clause in which it appears.

**Requirements** means the **Requirements** set out in any **FATS Tasking Form** issued to, and agreed to by, the Contractor under this Framework Agreement.

**Requisite Authority:** Any decision, act, or thing which the **Authority** or the Contractor is required or authorised to take or do under this Framework Agreement may be taken or done only by person(s) authorised by the **Authority** or the Contractor to take or do that decision, act, or thing on behalf of the **Authority** or the Contractor.

**Scope** means the **Scope** of this Framework Agreement as described in Clause 5 (**Scope**).

**Security Aspects Letter** means **the Authority** executed **Security Aspects Letter** to be provided by the **Authority Representative** pursuant to Clause 19 (Security) on or before the date of a **FATS Tasking Form**.

**Special Conditions** means the additional terms and conditions of this Framework Agreement applicable to particular **Services** set out in Schedule 3 (Tasking Form).

**Successors in title and transferees:** Reference to any person, including a Party, includes that person's Lawful successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Framework Agreement), whether pursuant to Framework Agreement, statute or otherwise.

**Tasking Form** means the approval form to be used by **the Authority** to order works and/or **Services** in the appropriate form as set out in Schedule 3.

**Technical Filters** has the meaning given to it at Schedule 2.

**The Ministry** has the same meaning as **The Authority**.

**The Contractor Confidential Information** means any information received by **the Authority** from the Contractor in connection with this Framework Agreement, however it is conveyed, that relates to the business, affairs, developments, trade

secrets, know-how, personnel and suppliers of the Contractor, together with all information derived from the above, and any other information conveyed by the Contractor or any Sub-Contractor which is clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the **Commercially Sensitive Information**.

**The Contractor Personnel** means the Contractor Employees, the employees, staff, directors or officers (or any person who occupies the position of a director or officer, by whatever title given) of any Sub-Contractor or agent of the Contractor in relation to this Framework Agreement.

**The Contractor Responsibility:** The Contractor shall be responsible for the acts, omissions, defaults or negligence of its directors, officers, employees and agents in respect of its obligations under this Framework Agreement as fully as if they were acts, omissions, defaults or negligence of itself.

**Third Parties:** Any reference to "third Parties" or a "third Party" shall be construed as a reference to any person who is not a Party.

**This Clause:** The expressions this Clause, this Schedule, this Part, this Paragraph, this Appendix or this Annex unless followed by the number of a specific part of the Clause, Paragraph, Schedule or Annex, refers to the whole Clause, Schedule, Part, Paragraph, Appendix or Annex in which it occurs.

**Unique Tasking Number** – means a unique identifier for taskings. This should include an indication of which project team or user is placing the tasking, followed by a unique number e.g. FTS/5/T45/001.

## Part 2 – DEFCONS

### 2. DEFCONS applicable to all FATS Tasking Forms

DEFCON 5J (Edn 18/11/16) – Unique Identifiers

DEFCON 76 (Edn 12/06) - Contractor's Personnel at Government Establishments  
If, in accordance with Clause 4 of DEFCON 76, a Limit of Liability has been agreed, it shall be included in Schedule 3 (**FATS Tasking Form**).

DEFCON 129 (Edn 18/11/16) – Packaging (for articles other than munitions)

DEFCON 129J (Edn 18/11/16) – The Use of Electronic Business Delivery Form

DEFCON 501 (Edn 08/16) - Definitions and Interpretations

DEFCON 502 (Edn 06/14) – Specifications Changes

DEFCON 503 (Edn 12/14) – Formal Amendments to Contract

DEFCON 507 (Edn 10/98) – Delivery

DEFCON 513 (Edn 06/10) - Value Added Tax

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn 10/04) – Bankruptcy And Insolvency

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518 (Edn 11/12) - Transfer

DEFCON 520 (Edn 08/15) - Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn 18/11/16) – Payment and Recovery of Sums Due

DEFCON 524 (Edn 10/98) - Rejection

DEFCON 525 (Edn 10/98) – Acceptance

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527 (Edn 09/97) - Waiver

DEFCON 528 (Edn 05/12) - Overseas Expenditure, Import and Export Licences

DEFCON 529 (Edn 09/97) - Law (English)

DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)

DEFCON 531 (Edn 11/14) - Disclosure of Information

DEFCON 532A (Edn 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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DEFCON 532B (Edn 06/10) - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 (Edn 18/11/16) - Subcontracting and Prompt Payment

DEFCON 537 (Edn 06/02) - Rights of Third Parties

DEFCON 538 (Edn 06/02) – Severability

DEFCON 539 (Edn 08/13) - Transparency

DEFCON 550 (Edn 02/14) – Child Labour and Employment Law

DEFCON 566 (10/16) – Change of Control of Contractor

DEFCON 601 (Edn 04/14) - Redundant Material

DEFCON 604 (Edn 06/14) – Progress Reports

DEFCON 605 (Edn 06/14) - Financial Reports

DEFCON 606 (Edn 06/14) - Change and Configuration Control Procedure

DEFCON 608 (Edn 10/14) - Access And Facilities To Be Provided By The Contractor

DEFCON 609 (Edn 06/14) - Contractor's Records

DEFCON 611 (Edn 02/16) - Issued Property

DEFCON 612 (Edn 10/98) - Loss Of Or Damage To The Articles

DEFCON 620 (Edn 06/14) – Contract Change Control Procedure

DEFCON 624 (Edn 11/13) – Use of Asbestos

DEFCON 627 (Edn 12/10) – Requirement for a Certificate of Conformity

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property – Rights and Restrictions

DEFCON 637 (Edn 18/11/16) – Defect Investigation and Liability

DEFCON 645 (Edn 07/99) – Export Potential

DEFCON 646 (Edn 10/98) – Law and Jurisdiction (Foreign Suppliers)

DEFCON 649 (Edn 07/99) - Vesting

DEFCON 656A (Edn 08/16) – Termination for Convenience (Contracts Under £5M)

DEFCON 656B (Edn 08/16) – Termination for Convenience (Contracts Over £5M)

DEFCON 670 (Edn 07/14) – Tax Compliance

DEFCON 681 (Edn 06/02) Decoupling Clause - Subcontracting With The Crown

**Notes:**

References in DEFCONs to Contract shall denote this framework and the Contract formed with any pursuant Tasking.

## Part 3 – Mechanics, Commercial Purpose and Scope

### 3 Mechanics

- 3.1 **Definitions.** In addition to DEFCON 501, the Definitions at Schedule 1 shall apply, unless the context requires a different meaning. Definitions are denoted in the Terms and Conditions at Schedule 1 as bold and capitalised words and expressions.
- 3.2 **Entire agreement.** The Framework and any pursuant **Final FATS Tasking Form** constitutes the entire agreement between the Parties for the provision of **Services** at Schedule 2 (FATS 5 **Technical Filters**) in respect of the matters dealt with therein.
- 3.3 **Structure of the Framework Agreement.** This Framework Agreement establishes the terms and conditions under which **the Authority** may agree a contract with a Contractor for **Services** throughout the term of this agreement. Contracts are formed only when taskings for **Services** are called off against this Framework using Schedule 3 (**FATS Tasking Form**).
- 3.4 **Standing Offer.** In consideration for the payment of the sum of £1 (one pound) by the Authority to the Contractor (s), the Contractor(s) shall not for the duration of the Framework Agreement withdraw from or amend in any way the standing offers contained in the Framework Agreement except by agreement in accordance with DEFCON 503.

### 4 Commercial Purpose

- 4.1 The FATS 5 Commercial Purpose is to operate as a Framework Agreement for the commissioning by **the Authority** and the execution by **the Contractor** of Technical support under the **Technical Filters** as per Schedule 2.

### 5 Scope

- 5.1 **Scope.** The **Scope** of this Framework Agreement is the provision of **Services** by **the Contractor** in relation to the **Technical Filters** as described in Schedule 2 .
- 5.2 **No volume guarantee.** No **Services** are guaranteed to be awarded to the Contractor under this Framework Agreement.
- 5.3. **No exclusivity under this Framework Agreement.** Nothing in this Framework Agreement affords any exclusivity rights to the Contractor in relation to the provision of the FATS 5 **Services**. The Authority and/or Other Contracting Authorities are at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all **Services** which are the same as or similar to the **Services** provided under FATS 5.

## Part 4 – General Provisions

### 6 Duration

6.1 **Framework Agreement Period.** This Framework Agreement shall commence with effect from Error! Reference source not found. (the Commencement Date) and continue until the second anniversary of the Commencement Date (the Framework Agreement Period) unless otherwise terminated in accordance with the Authority's rights under the conditions of this Framework Agreement or extended in accordance with Clause 6.2 (Framework Agreement Period Extension).

### 6.2 Framework Agreement Period Extension.

**Extension Option 1.** In consideration of the placement of this Framework Agreement with the Contractor, the Contractor grants to **the Authority** the irrevocable option, exercisable at any time up to the second anniversary of the **Commencement Date**, to extend the duration of this Framework Agreement for up to an additional period of 12 months, or part thereof.

**Extension Option 2.** In the event that the duration of the framework is extended by a further 12 months in accordance with extension option 1, the Contractor grants to **the Authority** the irrevocable option, exercisable at any time prior to the third anniversary of the **Commencement Date**, to extend the duration of this Framework for up to an additional period of 12 months, or part thereof.

6.3 **Closure of this Framework Agreement.** For **Services** under any **FATS Tasking Form** which are not due to be completed prior to such expiry of the **Framework Agreement Period**, then the incomplete Work shall be completed in accordance with the Requirements of the relevant **FATS Tasking Form** unless **the Authority** reasonably directs **the Contractor** otherwise. The deadline for acceptance by the Authority of a Tender proposal for a Draft FATS Tasking Form shall be the expiry date of the Framework Agreement.

### 7 Use of Framework by other UK Public Sector Bodies.

7.1 The Framework Agreement is established for use by all UK public sector bodies (and any future successors to these organisations) as defined in DEFCON 501. Central Government departments, executive agencies, and non-departmental public bodies are listed at: <https://www.gov.uk/government/organisations>

### 8 Warranties and Severability

#### 8.1. The Contractor warrants to the Authority that:

a. **Execution and performance of Contract.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, all action necessary to authorise the execution of and the performance of its obligations under the resulting Contract has been taken;

b. **Lawful obligations.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, the obligations expressed under the resulting agreement are legal, valid, binding and enforceable to the extent permitted by Law;

c. As at the date of the Framework Agreement and at the date of any pursuant **FATS Tasking Form**, the execution, delivery and performance of the Contractor of the resulting Contract:

- (i) does not constitute a default under any document or obligation which is binding upon the Contractor;
- (ii) does not conflict with the memorandum and articles of association (if applicable) of the Contractor; and
- (iii) does not conflict with any **Law**, regulation or official or judicial order applicable to the Contractor.

d. **Information.** All information supplied by or on behalf of the Contractor to the Authority in connection with entry into the Framework Agreement and at the date of any pursuant FATS Tasking Form was complete, true and accurate in all material respects at the date it was supplied and was not misleading in any respect and the opinions, projections and forecasts in such information, and the assumptions on which they were based, have been arrived at after due and careful consideration and enquiry and genuinely represent the views of the Contractor.

e. **Accounts.** In relation to the latest accounts of the Contractor issued prior to the date of this Framework Agreement, such accounts were (where applicable) prepared and audited in accordance with **GAAP** and give a true and fair view, or fairly represent (as applicable) the financial position the Contractor as at the date of their preparation. No event has occurred at the date of this Agreement or at the date of any pursuant **FATS Tasking Form** which has had or could be reasonably expected to have a material adverse effect on the business or financial condition of the Contractor.

f. **No threats to business.** As at the date of this Framework Agreement and at the date of any pursuant **FATS Tasking Form**, no **claim** is being assessed by the Contractor and no litigation, arbitration or administrative **proceedings** are presently in progress or, to the best of the knowledge of the Contractor (having made all due enquiry), pending or threatened against the Contractor or any of the assets of the Contractor which might have a material adverse effect on the ability of the Contractor to perform its obligations under this Framework Agreement and/or any pursuant **FATS Tasking Form**.

g. **No insolvency.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, having made all due enquiry, threatened) for the winding-up or dissolution of the Contractor or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues or the assets and revenues of the Contractor;

h. **No Prohibited Acts.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form it has not committed any Prohibited Act;

i. **No Conflicts of Interest.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form no event has occurred, so notified to the Authority under the provisions of Clause 20 Conflict of Interest which will give rise to a conflict of interest between the Contractor and any other party's participation in the delivery of the service,

**Appendix 1** and **the Authority** relies upon such warranties and representations.

**8.2 Warranties cumulative.** All warranties, representations, undertakings and other obligations made, given or undertaken by the Contractor in this Framework Agreement and/or any pursuant FATS Tasking Form are cumulative and none shall be given a limited construction by reference to any other.

## Part 5 – Standards of Conduct

### 9 General Standards

- 9.1 Without prejudice to any other provision of this Framework Agreement and the pursuant **FATS Tasking Form**, **the Contractor** shall perform its obligations hereunder, or ensure that its obligations are performed at all times in a manner that is not likely to be injurious to health or to cause damage to property.
- 9.2 In carrying out its obligations under this Framework Agreement, each Party shall act in all respects with that degree of skill, diligence, prudence and foresight which should be exercised by skilled and experienced **Personnel**.
- 9.3 The Contractor shall include in its contracts with its sub contractors provisions equivalent to those set out in Clauses 9.1 and 9.2 and shall enforce such provisions should any Framework sub-contractor be in breach thereof.

**10 Quality Assurance.** The Contractor shall ensure this Framework Agreement is carried out in accordance with the quality Requirements specified in Schedule 3 (FATS Tasking Form).

**11 Specific Standards.** Without prejudice to Clause 9, General Standards, the Contractor shall, at all times during the **Framework Agreement Period**, ensure its ongoing certification and accreditation against those British Standard (BS) and other Standards specified in the Statement of Technical Requirements and elsewhere in this Framework Agreement.

**12 Observance of Law and Regulations.** **The Contractor** shall ensure that all **Services** carried out by Participating Framework Contractor Personnel shall comply at all times with:

- (a) all **Law** as from time to time amended, re-enacted or replaced by way of a change in **Law**.
- (b) all orders, **Regulations** or other similar instruments and codes of practice not having the force of **Law** which **the Contractor** is required to comply with as set out in this Framework Agreement or which are otherwise notified from time to time to **the Contractor** by **the Authority** (including HM Government and other Authority documents or publications not having the force of **Law** as from time to time introduced as a new Requirement, amended, supplemented or replaced by way of a **Change in Law**.
- (c) Should there be any conflict or inconsistency between any of the **Regulations**, the Contractor shall comply and ensure the compliance by the relevant Contractor Personnel with the provision of the **Regulation** which requires the higher standard of performance save where this would be in breach of the **Law**, in which case the **Requirements** of the **Law** shall prevail.

## Part 6 – Price and Payment

### 13 Price

- 13.1 The total price for any Services shall be agreed between the Contractor and the **Authority Tasking Commercial Officer**, either through **the Authority** asking for competitive Tenders (mini-competition) or through single Tendering.
- 13.2 **Mini-Competition.** The maximum rates per day for the **6.1 Framework Agreement Period** set out in Schedule 6, are the maximum rates per day which the Contractor shall use to calculate his offer against a draft **FATS Tasking Form** in a mini-competition. **The Contractor** is free to submit a total price, in a mini-competition, based on lower rates of its choosing. The maximum rate per day is inclusive of overhead, administration, and profit element (ex-VAT).
- 13.2.1 If **the Contractor** uses a lower daily rate to calculate the price for his Tender, this rate shall also be inclusive of overhead, administration and profit (ex-VAT).
- 13.3 **Single Tendering.** The maximum rates per day for the **Framework Agreement Period** set out in Schedule 6 are the maximum rate per day which **the Contractor** shall use to calculate his offer against a draft **FATS Tasking Form** for sole source requirements. They shall include all overhead, administration and profit elements (exclusive of VAT).
- 13.3.1 At the time of bidding for a sole source Tasking, **the Contractor** can offer, or **the Authority** can request **the Contractor** to offer, lower rates than those detailed at Schedule 6, and subject to mutual agreement these rates can be utilised in any resulting **FATS Tasking Form**. They shall include all overhead, administration and profit elements (exclusive of VAT).
- 13.4 **Framework Agreement Extension Period.** In the event that the Authority exercises the option (s) at Clause 6.2, the maximum rate per day referred to in Schedule 6 (Rates Matrix) shall continue to apply during the option period (s), and for the entire duration of taskings placed during this period.
- 13.5 **Reverse Auction.** The Contractor acknowledges and agrees that his offer in response to an **Schedule 3 (FATS Tasking Form)** may be used by **the Authority** for the purposes of seeking Reverse Auction bids electronically from other Tenderers on a date and time to be advised by **the Authority**. Subject to the Contractor's response being compliant with the **Requirements** of the **Schedule 3 (FATS Tasking Form)**, **the Authority** will invite the Tenderer to participate in the Reverse Auction on the designated date and time. The Contractor is under no obligation to participate in any Reverse Auction or to provide a revised price offer to **the Authority**. The identity of bidders will not be revealed during the Reverse Auction process.
- 13.5.1 The Contractor acknowledges and agrees that his offer in response to the **Schedule 3 (FATS Tasking Form)** may be accepted by **the Authority** if it is lower than bids received in the Reverse Auction.

## 14 Travel and Subsistence

- 14.1 Claims for Travel and Subsistence within the price for a draft **FATS Tasking Form** shall be in accordance with the actual limits listed below, unless **the Authority** agrees otherwise at the time of placing a Tasking. The limits listed are inclusive of VAT:
- (a) The **Contractor** may **claim** up to a maximum of £100 per night for accommodation. **The Contractor** may **claim** up to a maximum of £5 for lunch and/or £22.50 for an evening meal, including all drinks. Any price in excess of these limits will require justification and the approval of the Commercial Officer placing the **FATS Tasking Form**;
  - (b) For any car journeys made in the performance of the **FATS Tasking Form**, **The Contractor** may **claim** 30 pence per mile. **Claims** including vehicle insurance are inadmissible.
- 14.2 The above limits for Travel and Subsistence shall remain unchanged throughout the duration of the **Framework Agreement Period**.
- 14.3 In exceptional circumstances and with the prior authorisation of **the Authority**, where it is deemed to be in the public interest, **the Contractor** may request reimbursement for short-term car hire to meet specifically the performance of the Tasking.
- 14.4 For Air, Sea and Rail travel, if possible **the Contractor** shall use any benefits obtained as a direct consequence of **the Contractor's** performance under the Framework Agreement (e.g. Air Miles) to offset the costs of further travel required in performance of **FATS Tasking Form(s)** placed under this Framework Agreement.
- 14.5 For the avoidance of doubt, any **claims** under this Clause 14 shall not include any handling charge or Contractors profit or have VAT charged more than once.
- 14.6 Any overseas travel shall be capped in accordance with civil service policy.

## 15 Payment (Process for MOD and Dstl Customers)

- 15.1 Payment shall be made in accordance with DEFCON 522.

## 16 Interim Payments

- 16.1 The Authority may, subject to the following provisions of this Clause, make to **the Contractor** advances against the price(s) payable in the **FATS Tasking Form** in accordance with the Delivery Milestone/Stage Payments set out in Schedule 3 (FATS Tasking Form). In this case, **the Contractor** shall be entitled to **claim** Stage payments in accordance with DEFCON 522J for each Delivery Milestone under the agreed Stage payment scheme (in accordance with section 2 of the Tasking Form. The Participating Contractor shall have satisfactorily completed or performed the part of the work to which the stage payment relates when:
- (a) has completed all work comprised in the stage for which the interim payment is sought;

- (b) The stages have been completed sequentially unless otherwise agreed between the **Parties**;
- (c) The Contractor shall have complied with all its contractual obligations that impinge on progress of the relevant Work covered by the stage payment scheme including, where required under the Tasking Form, the provision of information required by **the Authority** for the purpose of assessing contractual performance;

provided that **the Authority** shall not be obliged to make a payment to **the Contractor** in respect of a completed stage if;

- (d) **The Authority** shall have reasonable cause to believe that **the Contractor** will be unlikely to render complete performance of its obligations in respect of the entire Tasking.
- 16.2 Where **the Authority** intends to rely on Clause 16.1(d) as the basis for rejecting any **claim** for an interim payment which **The Contractor** may make, **the Authority** shall give notice to **the Contractor** of **the Authority's** reasons for the rejection.
- 16.3 Save as hereby expressly provided; the entitlement of **the Contractor** to retain all interim payments is conditional on complete performance of the **FATS Tasking Form**. Where **the Authority** terminates the **FATS Tasking Form** or any **Services** thereunder otherwise than in accordance with DEFCON 656A– Termination for Convenience (Contracts under £5M), or DEFCON 656B– Termination for Convenience (Contracts over £5M), without prejudice to any other right or remedy it may possess, it shall be entitled to recover in full all interim Stage payments made in respect of the **FATS Tasking Form** or Work (as appropriate) made before termination, other than Work which has been performed in accordance with the **FATS Tasking Form** and been accepted by **the Authority**.
- 16.4 In the event of repayment in full to **the Authority** under the provisions of Clause 16.3 then all that which vested in **the Authority** under the provisions of DEFCON 649, if applicable, by virtue of the **FATS Tasking Form**, shall re-vest in and become the absolute property of **the Contractor**.

## 17 Payment Process for other Contracting Authorities

Other Contracting Authorities will make payment using their own invoicing procedures as detailed in Schedule 3 (**FATS Tasking Form**).

## Part 7 - Performance Management

### 18. Performance Management

- 18.1 The **Authority** shall specify the Performance Management requirements for a FATS tasking on Schedule 3 (FATS Tasking Form).
- 18.2 The **Contractor** shall hold progress meetings and/or supply progress reports to the **Authority** in the form and frequency specified in Schedule 3 (FATS Tasking Form).
- 18.3 The **Authority Tasking Commercial Officer** and **Project Manager** shall review the Contractor's performance against the Schedule 3 (FATS Tasking Form) Key Deliverables, Required Delivery Dates and any KPIs. In the event that any Key Deliverables, Required Delivery Dates and any KPIs are not fully met a **tasking level recovery plan** is to be submitted and agreed by the **Authority Tasking Commercial Officer** copying the **Authority Framework Contract Manager**. Failure to adhere to any agreed tasking level recovery plan will be deemed to be a breach of contract.
- 18.4 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework and any pursuant tasking.

## Part 8 - Contractors Personnel

### 19 Security

- 19.1 **The Authority** will advise the Contractor of the condition applicable to security in each draft **FATS Tasking Form** in accordance with Schedule 3 (FATS Tasking Form). If a Tender or contract involves the disclosure or generation of protectively marked information at OFFICIAL-SENSITIVE or above, **the Authority** will issue a **Security Aspects Letter** with the draft Tasking which will identify the information which is classified
- 19.2 The Contractor must sign and return to **the Authority** the **Security Aspects Letter** issued with the draft Tasking.
- 19.3 **The Authority** reserves the right to amend the conditions relating to Security Measures, during the period of the Framework, in the event of the Government changing the security classification system.

### 20 Conflict of Interest

- 20.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to **the Authority** under the provisions of either this Framework and any pursuant Tasking or any other contract between the Contractor and **the Authority**.
- 20.2 In the event that the Contractor is in a position, or can foresee a position, which would present a conflict of interest due to the Contractor operating on both the Client and Supply side to **the Authority**, as a consequence of:
- (a) **the Authority** issuing a draft **FATS Tasking Form**; or
  - (b) the placement of a **FATS Tasking Form** by **the Authority** with the Contractor; and
  - (c) any other work which the Contractor has separately been requested to perform, or of which **the Contractor** has commenced performance, whether for **the Authority** (either directly or indirectly and whether or not a contract has yet been placed) or any third party, including without limitation:
    - (i) Work under a separate **FATS Tasking Form**; or
    - (ii) any contract, or subcontract, connected with an MOD project for work which is not covered by this Agreement,

then the Contractor shall immediately notify **the Authority**.

- 20.3 If in the reasonable opinion of **the Authority**, either following a notification under Clause 20.2 or at its own discretion, it decides that there is a conflict of interest, **the Authority** reserves the right either:
- (a) Not to accept any proposal made by the Contractor pursuant to the draft **FATS Tasking Form** issued by **the Authority**; or
  - (b) Where **the Authority** has already placed a **FATS Tasking Form** with the contractor, has commenced work and the Contractor is seeking to perform the other work referred to in Clause 20.2 but has not commenced that work, either to:
    - (i) Require the Contractor to continue with the **FATS Tasking Form** in its current form rather than accepting the other work; or
    - (ii) To seek to amend the **Scope** of Work or specification of the **FATS Tasking Form**; or
    - (iii) Terminate the **FATS Tasking Form** and permit the Contractor to perform the other work in preference to the Work under the **FATS Tasking Form**, making fair and reasonable payment to **the Contractor**; or
  - (c) Where **the Authority** has already placed a **FATS Tasking Form** with the Contractor and work has not yet commenced and the Contractor has commenced the other work described in Clause 20.2(c), either to:
    - (i) require the Contractor to continue with the **FATS Tasking Form** in its current form rather than that other work; or
    - (ii) to seek to amend the **Scope** of Work or specification of the **FATS Tasking Form**; or
    - (iii) terminate the **FATS Tasking Form** without compensation.
- 20.4 Any **Dispute** in respect to any decision by **the Authority** pursuant to Clause 20 shall be subject to Clause 24.
- 20.5 Where **the Authority** permits the Contractor or any entity within the Contractor's potential supply chain or any entity providing advisory **Services** to the Contractor or its potential supply chain to work on both the Client and Supply side, the Contractor shall, as a legally binding agreement or condition of contract, be required to:
- (a) Adopt a formally agreed, legally binding, Compliance Regime (CR) between **the Authority** and the Contractor. This shall include but not be limited to:
    - (i) Manner of operation and management;
    - (ii) Roles and responsibilities;
    - (iii) **Standards** for integrity and fair dealing;
    - (iv) Levels of access to and protection of competitors sensitive information and Government Furnished Information;

- (v) Confidentiality / Non-disclosure agreements;
  - (vi) **The Authority** rights of audit;
  - (vii) Physical and Managerial separation.
- (b) Identify potential or actual Conflicts of Interest.
- (c) Investigate breaches.
- 20.6 The actions of **the Authority** pursuant to this Clause 20 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to **the Authority**.

## 21. Contractor's Use of The Authority's Information Technology

- 21.1 The Contractor's employees, officers, agents and subcontractors may only use Authority-owned computer hardware and/or software, including connections to Internet and/or Intranet Services, with the express permission of **the Authority**, where they possess an appropriate Security Clearance, and only for the performance of the Services. For the avoidance of doubt, where access is granted to Authority shared data areas i.e. MOSS or other shared areas, the Contractor, its employees, officers, agents and subcontractors shall only access documents required for the performance of the Services as defined in the **FATS Tasking Form**.
- 21.2 The Contractor's employees, officers, agents and subcontractors may only use their own or a third party's computer equipment and/or software, including any connections to Internet or Intranet Services, on an Authority Site, with the prior approval of **the Authority** and the said third party.

- 21.3 The Contractor shall ensure that its employees, officers, agents and subcontractors comply with **the Authority's** policy, procedures, and instructions in respect of computer hardware, software, and any connections to Internet and/or Intranet services, which are available from **the Authority**.
- 21.4 The Contractor shall take all practicable and reasonable precautions to ensure its employees, officers, agents and subcontractors do not use computer hardware and/or software, including any connections to Internet and/or Intranet services unlawfully or for unlawful purposes and shall indemnify **the Authority** against any **claim** made by a third party in this connection.
- 21.5 The Contractor shall not in so far as it is reasonably possible cause or allow its employees, officers, agents and subcontractors to bring the reputation of **the Authority** into disrepute by any action, activity or behaviour in connection with computer hardware on an Authority Site.
- 21.6 Except as expressly stated in Clause 21 the Participating contractor shall not acquire any right, title or interest in Authority-owned computer hardware and/or software as a result of the **Services** delivered under the **FATS Tasking Form**.
- 21.7 Failure by the Contractor to comply with this Clause 21 shall constitute a material breach of the framework and the pursuant **FATS Tasking Form** entitling **the Authority** to exercise its rights of termination.

## Part 9 –Environmental Provisions

### 22 Montreal Protocol Substances

- 22.1 **The Contractor** shall identify which (if any) substances listed in Appendix 5 to Schedule 3 (Montreal Protocol Substances are contained in any item or used in connection with any Service to be provided by **the Contractor** in terms of this Framework Agreement and any pursuant **FATS Tasking Form**.
- 22.2 **The Contractor** shall provide a list on the date of any **FATS Tasking Form** specifying:
- (a) all **Montreal Protocol Substances** (adopting the nomenclature used in Appendix 4 to Schedule 3 (Montreal Protocol Substances) to be used in the execution of any tasking under this Framework Agreement;
  - (b) the quantity of any such **Montreal Protocol Substance**; and
  - (c) where such **Montreal Protocol Substances** shall be used or contained.
- 22.3 If appropriate, **the Contractor** shall provide confirmation of a 'Nil Return' in respect of Clauses 22.1 to 22.2 above.
- 22.4 If at any time during the period of this Framework Agreement **the Contractor** changes its use of any **Montreal Protocol Substances**, **the Contractor** shall forthwith provide to **the Authority** an amended version of the information provided under Clause 22.2.
- 22.5 Information to be submitted pursuant to this Clause 22 (**Montreal Protocol Substances**) shall be so submitted to **the Authority's** Commercial Officer at Appendix 1 to Schedule 3 (FATS Tasking Form) DEFFORM 111.

## Part 10 – Intellectual Property Provisions

### 23 Intellectual Property Rights

- 23.1 In order to be incorporated into a contract, the specific intellectual property conditions appropriate to a given service is to be indicated on the relevant **FATS Tasking Form**.
- 23.2 DEFCON 703 (Edn 08/13) shall apply to **Intellectual Property Rights** under each **FATS Tasking Form** unless alternative DEFCONS are selected in the **FATS Tasking Form** in accordance with Clause 23.1 Intellectual property conditions selected under Clause 23.1 take precedence and replaces DEFCON 703 (Edn 08/13) in the resulting contract.

## Part 11 – Alternative Dispute Resolution

### 24 Alternative Dispute Resolution Procedure

#### 24.1 General

- a. This Clause 24 Alternative Dispute resolution process shall apply to the Framework and any pursuant taskings and precede the process set out in DEFCON 530.
- b. Neither Party shall commence any legal proceedings in relation to any Dispute until it has followed the Alternative Dispute Resolution Procedure set out in this Clause 24 provided that nothing in this Framework and the pursuant Tasking Form shall prevent a Party from seeking interim or interlocutory relief in any court.
- c. Any timescales set out in this Clause may be shortened or extended by agreement in writing by the Parties.

#### 24.2 Giving Notice of a Dispute

- a. Before giving notice of a Dispute, the Parties, acting in good faith, shall make every effort to resolve any issues promptly in discussions at an operational level.
- b. To give notice of a Dispute, either Party shall send written notice (a Dispute Notice) to the Authority or Contractor Commercial Officer specified in the Schedule 3 (tasking form) setting out full particulars of the nature and circumstances of the Dispute. As a minimum this shall include;
  - (i) a unique serial number and the date of the notice;
  - (ii) brief details of the issue(s) to be resolved;
  - (iii) brief details of the relief, remedy or recourse which is sought;
  - (iv) any dates by which the output or decision of the Dispute Resolution Procedure is required;
  - (v) copies of all documents which the notifying Party considers to be important and to have a direct bearing upon the Dispute; and
  - (vi) any recommendation for the resolution of the Dispute which the Dispute Owner considers appropriate.
- c. Within 5 Business Days (or such longer period as agreed by the Parties) of a Party serving a Dispute Notice, each Party shall appoint a representative from within its organisation as the owner of the Dispute for the purposes of this Clause, (a Dispute Owner) and shall give written notice to the other Party of the name and contact details of its appointed Dispute Owner.
- d. Each Party shall ensure that its appointed Dispute Owner is of an appropriate level and of sufficient authority within its organisation so as to enable it to progress the Dispute.
- e. The Dispute Owners shall be responsible to their respective appointing Parties for collating all relevant information relating to the Dispute and for co-

ordinating the progression of the Dispute through the Dispute Resolution Procedure and for managing his appointing Party's obligations in respect of the Dispute until it is resolved.

**24.3 Dispute Resolution Procedure.** Except as expressly provided to the contrary, all Disputes shall proceed through the following Dispute Resolution Procedure stages;

- a. first, the Dispute shall be referred by either Party to their respective Senior Commercial Officers;
- b. second if the Dispute has not been resolved by the Senior Commercial Officers within the period agreed by the Parties the Dispute shall be referred to the Parties Framework Contract Managers for resolution;
- c. third, if the Dispute has not been resolved by the Parties Framework Contract Managers within the period agreed by the Parties the Dispute shall be referred to Def Comrcl-HOCS-Hd and the Contractors Director or their deputy for resolution; and
- d. fourth, if the Dispute has not been resolved by Def Comrcl-HOCS-Hd and the Contractors Director or their deputy within the period agreed by the Parties, the Dispute shall go to arbitration in accordance with DEFCON 530.

**24.4 Continuing Operations.** Unless this Framework and the pursuant FATS Tasking Form has expired or been terminated and the relevant Party's obligations do not, under the terms of this Framework and the pursuant FATS Tasking Form, survive such termination or expiry, the Parties shall continue to comply with, and perform, their obligations pursuant to this Framework and the pursuant FATS Tasking Form notwithstanding that a Dispute has arisen or been referred for determination under any of the procedures described in this Framework and the pursuant FATS Tasking Form, and regardless of the nature of the Dispute that has arisen.

**24.5 Failure of Party to Participate.** The Dispute resolution procedure set out in this Clause 24 in relation to any Dispute shall continue notwithstanding any failure by a Party to take part in any way, including where a Party fails to make submissions or to issue a response or fail to attend any meetings within the required times (as applicable). Any Dispute Resolver shall be entitled to disregard any information received after the required time.

**24.6 Confidentiality.** Save as required by Law, the Parties shall ensure that any person appointed to resolve the Dispute shall keep the fact that Dispute resolution process is taking place, and its outcome, confidential. The Parties shall ensure that all documentation, information, data, submissions and comments disclosed or delivered, whether in writing or otherwise by either Party to any person shall be regarded and treated as confidential and that such person and the Parties shall not disclose any or all of the documentation, information, data, submissions and comments including contents and copies of the same in any form except as required by Law in connection with any proceedings in any court pursuant to this Framework and the pursuant FATS Tasking Form.

## 25. Consequences of Termination or Expiry

25.1 **Removal of Property.** In the event of termination or expiry of this Contract **the Authority** may at any time require Contractor to remove from its Premises any property of Contractor or of third **Parties** which is located at the Premises in connection with:

- (a) the performance of the **Services**;
- (b) the performance of any other obligations by **Contractor** under any other Contract entered into with **the Authority**,

and if Contractor fails to comply, the Authority may take any action, acting with reasonable care, which in the Authority's sole opinion is necessary or desirable to remove any such property from the Premises. The Authority shall not be liable for any Losses or liabilities incurred by Contractor or any third party as a result, directly or indirectly, of any removal of property from the Premises or of any action taken by the Authority pursuant to this Clause 25, and Contractor shall indemnify the Authority against any claim or action for damages by any third party in respect of any Loss, damage or liability (whether direct or indirect) which that third party has suffered or incurred and which results from, or arises out of or in any way is connected with any such action.

25.2 **Preservation of Rights.** The expiry or termination of this Contract shall be without prejudice to:

- (a) the provisions of any other contract entered into between the **Parties** which terminates automatically on the termination or expiry of this Contract;
- (b) any accrued rights and obligations of the **Parties** under this Contract as at the date of such termination or expiry both for antecedent breaches and otherwise; and
- (c) the continuing rights and obligations of the **Parties** under this Clause 25 or under any other provision of this Framework and any pursuant **FATS Tasking Form** (including, for the avoidance of doubt, the **[Licence/Lease]**) which is expressed to survive termination or expiry or which is required to give effect to such termination or expiry or the consequences of such termination or expiry

## 26 Liabilities and Indemnities

### Acknowledgements

26.1 Nothing in this Framework or any pursuant **FATS Tasking Form** shall be construed to limit or exclude either Party's liability for:-

- (a) Death or personal injury caused by its negligence or that of its Staff;
- (b) Fraud or fraudulent misrepresentation by it or its Staff;
- (c) any breach of any obligations implied by common law or statute law including but not limited to those set out in Section 12 of the Sale of

Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

- (d) Any **claim** under Clause 23 **Intellectual Property Rights**
- (e) any other matter which, by **Law**, may not be limited or excluded.

26.2 Nothing in this Contract shall impose any liability on **the Authority** in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of **the Authority** to the Contractor that may arise by virtue of either a breach of this framework and any pursuant **FATS Tasking Form** or by negligence on the part of **the Authority**, or **the Authority's** employees, servants or agents.

### **Personal Injury & Loss of Property**

26.3 Clause 26.3 applies to Personal Injury or **Loss of Property** which arises as a result of **the Contractor's** negligence or default or that of its employees (acting in the course of their employment), agents or subcontractors in connection with the performance or purported performance of this Agreement, and in each pursuant **FATS Tasking Form** placed hereunder, by **the Contractor**. Clause 26.3 shall not apply in the case of an Aviation Product Occurrence or Grounding where DEFCON 638 (Edn 11/14) has been agreed as part of the **FATS Tasking Form**.

26.4 Subject to the following provisions of Clause 26.3, **the Contractor** shall:

- (a) Compensate **the Authority**:
  - (i) For any such **Loss of Property** suffered by **the Authority**; and
  - (ii) For any such costs or expenses reasonably incurred by **the Authority** in connection with any **Loss of Property**;
- (b) Indemnify and defend the **Crown and Servants of the Crown** against all **claims**, actions, and proceedings made or brought against the Crown or Servants of the Crown in respect of Personal Injury or **Loss of Property** to which Clause 26 applies and against all liabilities, damages, costs and expenses suffered or incurred in connection therewith;
- (c) Indemnify and defend the Crown against any **Loss** consequent upon the making of any payment by the Crown to indemnify and defend in whole or in part, a Servant of the Crown against any such **claim**, action, proceeding, liability, damage, costs or expenses; and
- (d) Indemnify and defend the Crown against any **Loss** consequent upon the making of any payment by the Crown to a Servant of the Crown in respect of **Loss of Property** to which this Clause applies suffered or incurred by that Servant of the Crown and against any payment made under any Government Provision in connection with any Personal Injury to which this Clause applies which is incurred by any Servant of the Crown.

26.5 **The Authority** shall immediately notify **the Contractor** of any **claim**, action or proceedings made or brought in respect of any Personal Injury or **Loss of Property** to which this Clause applies.

- 26.6 **The Contractor** shall, (subject to Clause 26.7 and 26.8) be responsible for dealing with or settling that **claim**, action or proceeding.
- 26.7 **The Authority** shall in any event deal with any such **claim**, action or proceeding which is made by or against a Servant of the Crown, and Clause 26 shall not apply to any such **claim**, action or proceeding.
- 26.8 If, when **the Contractor** or its insurers are dealing with any such **claim**, action or proceeding, any matter or issue arises which involves, or may involve, any privilege or special right of the Crown (including a matter relating to the discovery or production of documents) **the Contractor** or its insurers shall consult **the Authority** before taking any further action on the matter and shall act in relation thereto as may be required by **the Authority**; and if either **the Contractor** or its insurers fail to comply with this Clause, Clause 26.6 shall cease to apply.
- 26.9 **The Contractor** shall further indemnify **the Authority** against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by **the Authority** in connection with or in consequence of any such liability, deduction, contribution, assessment or **claim**.

#### **Professional Indemnity Insurance**

- 26.10 The Contractor shall procure or procure the maintenance of, professional indemnity insurance in accordance with that specified in Schedule 3 for all sums which the Contractor shall become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Contractor by reason of any act, error and/or omission arising from the conduct and execution of Contractor's professional activities and duties in connection with the Contract. The Insurance shall be effective from the date of any tasks awarded under this Framework, for the duration of the task(s) and for the period specified thereafter.
- 26.11 Limit of Indemnity shall be not less than five million pounds (£5,000,000) in respect of any one claim and in the aggregate per annum.

## **Part 12 – Miscellaneous**

### **27 Issue Of GFA**

- 27.1 **GFA** may need to be made available to the Contractor to assist it in performing the Work. The **Scope** and scale of each issue shall be agreed with the **Project Manager** and will be called up in the **FATS Tasking Form**, as appropriate, for the periods indicated at the time of issue.
- 27.2 All such **GFA** will be issued by (or through) the **Project Manager** who will advise the Contractor of the terms of issue and period of loan at the time of each such issue. The **GFA** issued to Participating Contractor shall be recorded on the **FATS Tasking Form** Statement of Requirement.
- 27.3 **The Contractor** shall observe the instructions of the **Project Manager** concerning any **GFA** which **the Contractor** is authorised to demand from Government sources to assist it in performing the Work.

### **28 Contract Managers**

#### **Authority FATS 5 Framework Contract Manager**

- 28.1 **The Authority** shall appoint the person designated for this **Framework** whose name, address and telephone number is set out in DEFFORM 111.
- 28.2 Any change to **the Authority** Framework Contact Manager shall be notified to the Contractor Point of Contact by email.

#### **Authority Tasking Form Commercial Officer**

- 28.3 **The Authority** shall appoint the person designated for each **FATS Tasking Form** as “Commercial Officer” whose name, address and telephone number is set out in Schedule 3

#### **The Contractor Point of Contact**

- 28.4 The Contractor shall appoint a point of contact designated for this framework whose name, address and telephone number is set out in Appendix 1 to Schedule 3 (FATS Tasking Form) – DEFFORM 111.
- 28.5 Any change to the Contractor Point of Contact Manager shall be notified to the **Authority Framework Contract Manager**.

#### **Change in Authority FATS 5 Framework Contract Manager or FATS Tasking Form Commercial Officer**

- 28.6 **The Authority** may, at any time by notice to **Contractor** change the **Authority Framework Contract Manager** or **Authority Tasking Commercial Officer**. Any such notice shall specify the date on which such change or substitution shall have effect, which date shall, other than in the case of an emergency, be such as will not cause serious inconvenience to **the Contractor** in the execution of its obligations under this Framework Agreement.
- 28.7 During any period when the **Authority Framework Contract Manager** or **Authority Tasking Commercial Officer** is unable through illness, incapacity,

holidays or any other reason to carry out or exercise its functions under this Framework Agreement, the **Authority Framework Contract Manager** or **Authority Tasking Commercial Officer** may delegate his functions to another person by giving the contract manager written notice of the identity of such person and the extent of its authority.

### **Contractor Contract Manager**

28.8 The Contractor Point of Contact may appoint a Contractor Contract Manager for the purposes of a tasking. The Contractor Contract Manager shall inform the **Authority Tasking Commercial Officer** who will be the person, their name, address and telephone number.

## **29 Public Relations and Publicity**

29.1 **The Contractor** shall not:

- (a) communicate with representatives of the press, television, radio or other communications media on any matter concerning this Framework Agreement and any pursuant tasking, its Tender process prior to the agreement ; or
- (b) photograph or film in or upon any **Authority sites**; or
- (c) erect or exhibit on any part of the **Authority sites** any notice or advertisement, unless:
  - (i) **the Authority's** Representative has given its prior written consent;
  - (ii) as otherwise required to comply with **Law** or stock exchange **Requirements**; or
  - (iii) in accordance with a written communication protocol agreed by the **Parties**.

## **30 Legal relationship Between the Parties**

30.1 **No partnership.** The **Parties** do not intend this Framework Agreement to create any partnership between them as a matter of **Law**. Accordingly, nothing in this Framework Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association between the **Parties**. Nothing in this Framework Agreement is intended to and shall not be construed or give rise to the creation or constitution of a partnership as envisaged in the Partnership Act of 1890 or a joint venture or other business organisation or agency arrangement of any kind. Neither **the Authority** nor **the Contractor** shall have the authority to bind the other without that **other Party's** separate prior written agreement in accordance with this Framework Agreement.

30.2 **Independent Framework Contractor.** The **Contractor** shall at all times be an independent framework Contractor and nothing in this Framework Agreement shall be construed as creating the relationship of employer and employee between **the Authority** and the **Contractor** or any of the **Contractor's** employees. Neither the **Contractor** nor any of its Sub-Contractors nor its or their respective employees shall at any time hold itself or themselves out to be the employee of **the Authority** and neither the **Contractor** or its Sub- Contractor's employees shall be entitled to any of

the benefits provided by **the Authority** to its established or unestablished officers and staff.

30.3 **No delegation.** No provision of this Framework Agreement shall be construed as a delegation by **the Authority** of any of **the Authority's** statutory authority to the **Contractor**.

30.4 **No Agency.** The **Contractor** is not or be deemed to be an agent of **the Authority** or hold itself out as having authority or power to bind **the Authority** in any way. The **Contractor** shall not have the benefit of any immunity of HM Government and, unless otherwise agreed by **the Authority**, the **Contractor** shall apply for and obtain all consents, licences and permissions which the **Contractor** is obliged to obtain under any **Law** on the basis that it does not have the benefit of any immunity of HM Government.

### 31. **Supplier Statement of Good Standing**

31.1 **The Contractor** is required to renew their Statement Relating to Good Standing every 12 months. Failure to do so will lead to removal from the Framework.

### 32. **Change of Control**

32.1 Where the Contractor takes control (as described in DEFCON 566) of a FATS 5 Supplier (for the purposes of this clause, the "Target"), the Filters held by the Contractor (Schedule 2) shall be updated to include the Filters previously held by the Target, and the relevant [rate matrix] of the Contractor [contained in (Schedule 6)] shall be updated to include the rates of the Target for the Filters previously held by the Target.

32.2 Where there is a duplication of Filters held by the Contractor and previously held by the Target, the [rate matrix of the Contractor (contained in Schedule 6)] shall only be updated for those duplicated Filters where the rates of the Target are lower than those of the Contractor.