



Ministry
of Defence



**MINISTRY OF DEFENCE,
DEFENCE EQUIPMENT & SUPPORT**

Contract Number: TSSP/119

Description: Tactical Engagement Simulation in Kenya (TESIK)

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1 SCHEDULE OF REQUIREMENTS

Name and Address of Contractor Ravenswood Solutions, Inc.	MINISTRY OF DEFENCE	Contract No TSSP/119
	Schedule of Requirements for TACTICAL ENGAGEMENT SIMULATION IN KENYA (TESIK)	
Issued With DEFFORM 8 - Offer of Contract dated 25/FEB/2020	On	Previous Contract No:

Item Number	Description	Notes to Supplier	Quantity	Duration/Period	Firm Price £ (ex-VAT)
1	Acceptance of first formal deliveries of Contract Deliverables as shown in Annex X		1	Apr-Jun 2020	REDACTED
2	Deliverables updates accepted Communications test successfully completed Site Reece completed		1	Jul-Sep 2020	REDACTED
3	Deliverables During Transition Site Acceptance Test successfully completed LSD successfully completed		1	Oct-Dec 2020	REDACTED
4	Full IOC System Test Kenya accepted IOC Exercise successfully supported 2021 Program Review #1 completed		1	Jan-Mar 2021	REDACTED
5	Full FOC System Test Kenya accepted FOC Exercise successfully supported 2021 Program Review #2 completed		1	Apr-Jun 2021	REDACTED
6	2021 Program Review #3 completed	Invoice Quarterly	1	Jul-Sep 2021	REDACTED

7	2021 Exercise #3 successfully completed 2021 Exercise #4 successfully completed 2021 Program Review #4 completed	Invoice Quarterly	1	Oct-Dec 2021	REDACTED
8	2022 Exercise #1 successfully completed 2022 Program Review #1 completed	Invoice Quarterly	1	Jan-Mar 2022	REDACTED
9	2022 Exercise #2 successfully completed 2022 Program Review #2 completed	Invoice Quarterly	1	Apr-Jun 2022	REDACTED
10	2022 Program Review #3 completed	Invoice Quarterly	1	Jul-Sep 2022	REDACTED
11	2022 Exercise #3 successfully completed 2022 Exercise #4 successfully completed 2022 Program Review #4 completed	Invoice Quarterly	1	Oct-Dec 2022	REDACTED
12	2023 Exercise #1 successfully completed 2023 Program Review #1 completed	Invoice Quarterly	1	Jan-Mar 2023	REDACTED
13	2023 Exercise #2 successfully completed 2023 Program Review #2 completed	Invoice Quarterly	1	Apr-Jun 2023	REDACTED
14	2023 Program Review #3 completed	Invoice Quarterly	1	Jul-Sep 2023	REDACTED
15	2023 Exercise #3 successfully completed 2023 Exercise #4 successfully completed 2023 Program Review #4 completed	Invoice Quarterly	1	Oct-Dec 2023	REDACTED
16	2024 Exercise #1 successfully completed 2024 Program Review #1 completed	Invoice Quarterly	1	Jan-Mar 2024	REDACTED
17	2024 Exercise #2 successfully completed 2024 Program Review #2 completed	Invoice Quarterly	1	Apr-Jun 2024	REDACTED
18	2024 Program Review #3 completed	Invoice Quarterly	1	Jul-Sep 2024	REDACTED
19	2024 Exercise #3 successfully completed 2024 Exercise #4 successfully completed 2024 Program Review #4 completed	Invoice Quarterly	1	Oct-Dec 2024	REDACTED
20	2025 Exercise #1 successfully completed 2025 Program Review #1 completed	Invoice Quarterly	1	Jan-Mar 2025	REDACTED

21	2025 Exercise #2 successfully completed 2025 Program Review #2 completed	Invoice Quarterly	1	Apr-Jun 2025	REDACTED
22	2025 Program Review #3 completed	Invoice Quarterly	1	Jul-Sep 2025	REDACTED
23	2025 Exercise #3 successfully completed 2025 Exercise #4 successfully completed 2025 Program Review #4 completed	Invoice Quarterly	1	Oct-Dec 2025	REDACTED
Optional Exercise Rates By Year					
	2021 Optional 35 Day Exercise successfully supported	Invoice On Completion	1	35 Days	REDACTED
	2021 Optional 56 Day Exercise successfully supported	Invoice On Completion	1	56 Days	REDACTED
	2022 Optional 35 Day Exercise successfully supported	Invoice On Completion	1	35 Days	REDACTED
	2022 Optional 56 Day Exercise successfully supported	Invoice On Completion	1	56 Days	REDACTED
	2023 Optional 35 Day Exercise successfully supported	Invoice On Completion	1	35 Days	REDACTED
	2023 Optional 56 Day Exercise successfully supported	Invoice On Completion	1	56 Days	REDACTED
	2024 Optional 35 Day Exercise successfully supported	Invoice On Completion	1	35 Days	REDACTED
	2024 Optional 56 Day Exercise successfully supported	Invoice On Completion	1	56 Days	REDACTED
	2025 Optional 35 Day Exercise successfully supported	Invoice On Completion	1	35 Days	REDACTED
	2025 Optional 56 Day Exercise successfully supported	Invoice On Completion	1	56 Days	REDACTED

2 GENERAL CONDITIONS

2.1 DEFCONS

DEFCON 501 (Edn. 11/17) – Definitions and Interpretations

- For the purposes of Sub-Clause 1(e), reference to ‘special conditions of contract’ shall be taken to mean the narrative conditions of the Contract.
- For the purposes of Sub-Clause 1 (v) and Clause 5 of DEFCON 501 (Edn.11/17), the persons designated to act on the behalf of the Authority shall be the Commercial Manager and Project Manager as detailed at Boxes 1 & 2 of DEFFORM 111 (Appendix 1 to the Contract Conditions).

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

- For the purposes of Clause 1 of DEFCON 503, the duly authorised representatives are:
 - (A) for the Authority, the Commercial Manager identified at Box 1 of the DEFFORM 111(the Appendix 1 to the Contract Conditions) or his authorised representative.
 - (B) for the Contractor, the Contractor’s head of Commercial or his authorised representative.

DEFCON 515 (Edn. 02/17) – Bankruptcy and Insolvency

DEFCON 516 (Edn. 04/12) – Equality

DEFCON 518 (Edn.02/17) – Transfer

DEFCON 520 (Edn. 05/18) – Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn. 08/02) – Notices

- For the Purposes of this contract, Sub-Clause 2(e) shall be acceptable as a means of delivery notice.

DEFCON 527 (Edn. 09/97) – Waiver

DEFCON 528 (Edn. 07/17) – Import and Export Licences

- The Contractor's attention is drawn to Clause 1 of DEFCON 528 (Import and Export Licences) requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of placement of the Contract, notify the Authority’s Commercial Manager (see Box 1 of the DEFFORM 111) of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main Contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Authority’s Commercial Manager to this effect in the same timescale.

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 532B (Edn. 05/18) – Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

- For the purpose of this Contract, all personal data identified within DEFFORM 532 (Annex R), shall be subject to this condition.

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 (Edn. 12/18) – Change of Control of Contractor

DEFCON 625 (Edn. 10/98) – Co-Operation On Expiry of Contract

- For the purposes of this Contract, this condition will be subject to the any arrangements or conditions agreed to by both Parties in Clause 2.11 Exit Strategy.

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

- The Contractor's attention is drawn to Clause 5 of DEFCON 646. The Contractor shall, within one month of contract award, notify the Authority's Commercial Manager (see Box 1 of the DEFFORM 111) of the details of its appointed agents in England and Wales.

DEFCON 656B (Edn. 08/16) – Termination for Convenience (Contracts £5m and over)

- For the purposes of this Contract, the written notice period required for termination for convenience by the Authority will be at least Sixty (60) business days.

DEFCON 670 (Edn. 02/17) – Tax Compliance

DEFCON 697 (Edn. 07/13) – Contractors on Deployed Operations

2.2 DEFINITIONS AND INTERPRETATIONS

Notwithstanding, and in addition to, the provisions contained in DEFCON 501 (Edn.04/04), the following expressions shall, in the Contract, have the meaning hereby respectively assigned to them, except where the context requires otherwise.

“Authority” for the purposes of the contract means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

“Authority's Commercial Manager” means the official named in Box 1 of the Appendix to Contract (DEFFORM 111).

“Authority's Project Manager” means the official named in Box 2 of the Appendix to Contract (DEFFORM 111).

“Authority's Representatives” means the Authority's officers, directors, employees, and advisers or agents.

“Authority to Deploy” means the Authority's formal written authority for the Contractor to Deploy.

“Background IPR” or “Background Intellectual Property Rights” means all Intellectual Property Rights, including patents for any inventions, not generated in the performance of the work under the Contract.

“Build Standard” means the build standards agreed by the Parties as part of Design Acceptance.

“Change Proposal” means a proposed change to the Contract, managed in accordance with the process in Clause 2.15 of this Contract.

“Contract” means this document TSSP/119 Terms and Conditions for the Provision of the Tactical Engagement Simulation in Kenya and all accompanying Annexes and Appendices.

“Contract Effective Date” means the date on which the offer of Contract has been accepted by the Contractor.

“Contract Work Breakdown Structure” decomposes the contract work scope into smaller units and provides the basis for planning, budgeting, scheduling, cost accumulation, reporting (internal and external), and data summation on the contract.

“Contractor Commercially Sensitive Information” shall mean the information listed in the Contractor Commercially Sensitive information at Annex L to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information.

“Contractor’s Employees” means those employees of the Contractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed in connection with the performance of the Contract.

“Critical sub-contractor or critical sub-contractor” means a sub-contractor that is key to the success of the requirement.

“Critical Sub-contract” means a sub-contract that is key to the success of the requirement.

“CTEE” means Collective Training Earning Event to be performed under this Contract.

“CTEE Environment” means all environments associated with the delivery of the CTEE.

“Deliverable(s)” means all articles, items, data, reports, plans, and services to be delivered by the Contractor to the Authority under this Contract.

“Design Acceptance” means the acceptance of the Contractors design at Critical Design Review of the ITEAP.

“FOC” means the Full Operating Capability of the TESIK Requirements under this Contract.

“Foreground IPR” or “Foreground Intellectual Property Rights” means all Intellectual Property Rights, including patents, for any inventions generated in the performance of work under the Contract, and patents for any inventions conceived out of the technical requirements of the Contract if these have been first enabled in the performance of work under the Contract.

“Good Industry Practice” means in relation to any part of the performance of the Contract and related circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the same type of undertaking under the same or similar circumstances.

“Government Furnished Assets” shall have the meaning set out in Clause 6.2 of this Contract.

“IOC” means the Initial Operating Capability of the TESIK Requirements under this Contract.

“Legislation” means in relation to the United Kingdom:

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- a) any Act of parliament;
 - b) any subordinate legislation within the meaning of Section 21 of the Interpretation Act 1978;
 - c) any exercise of the Royal Prerogative; or
 - d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972,
- in each case in the United Kingdom

"LRWs" means Locally Recruited Workers, being workers who are engaged either by the Contractor or by its Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;

"Management Information" is the information the Contractor shall deliver to the Authority in accordance with Annex D to the Contract Conditions.

"Narrative Conditions" means the conditions set out in the Contract numbered 2 (two) through to 9 (nine).

"Party" means either the Contractor or the Authority.

"Parties" means the Contractor and the Authority.

"Performance Indicators" means the procedure set out in Annex C to the Contract – Performance Schedule.

"Prime Contractor" means the "Contractor", who has responsibility for performance of the Contract.

"Schedule of Requirements" means the Schedule of Requirements of this Contract.

"Schedule of Requirements Item(s)" means the item(s) listed in the Schedule of Requirements of this Contract.

"Statement of Requirement" means the Statement of Requirement as at Annex A to the Contract Conditions.

"Sub-contractor" or "sub-contractor" means a sub-contractor of the Contractor of any tier.

"Sub-contract" or "sub-contract" means a sub-contract of any tier.

"Sub-contractor's Employees" means those employees of any Subcontractor, being UK nationals and TCNs, but excluding LRWs, who are deployed in connection with the performance of the Contract.

"Terms and Conditions" means the contractual terms and conditions detailed here for the Provision of the Tactical Engagement Simulation in Kenya and all accompanying Annexes and Appendices.

"Transparency Information" shall mean the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract"

"TESIK Requirement" means all articles, items, data, reports, plans, and services required to be delivered by the Contractor to the Authority under this Contract.

2.3 SCOPE

2.3.1 The Contractor shall undertake all work and provide a managed service to meet the TESIK requirement in accordance with the Contract. All work completed by the Contractor shall be carried out to the reasonable satisfaction of the Authority's Project Manager (PM) in accordance with detailed performance and availability indicators.

2.4 PRECEDENCE

2.4.1 In the event of a conflict or inconsistency between the Terms and Conditions of the Contract and other referenced documentation, the conflict or inconsistency shall be resolved according to the following descending order of precedence:

2.4.1.1 Annex A Statement of Requirement;

2.4.1.2 Narrative Conditions of the Contract;

2.4.1.3 DEFCONS of the Contract and any documents expressly called up by these;

2.4.1.4 All other associated Annexes;

2.4.1.5 Any other documents incorporated as/by reference of the Schedule of Requirements.

2.4.2 The Contractor is required to meet all requirements of the Contract, in total.

2.4.3 In the event of any internal conflict in any document, or any conflict between any documents with the same order of precedence, the Authority shall be entitled to give directions as to which part of the relevant document or which document (as the case may be) shall take precedence over which other part or which other document (as the case may be).

2.5 SUB-CONTRACTING

2.5.1 For the purposes of this Contract and the work to be performed hereunder, the Contractor, is designated as Prime Contractor and shall accordingly be responsible to the Authority, subject to the provisions of this Contract, for the timely, economic and proper execution of the work under the Contract as described in the Schedule of Requirements (ScoR). The Contractor's responsibilities shall apply equally to work carried out by sub-contractors in respect of the requirements of the Contract. Nomination of a Sub-Contractor does not relieve the Contractor of his responsibilities. The Contractor shall make such arrangements with his Sub-Contractor, and they with theirs, to ensure that the sub-contracted elements are satisfactory and meet the requirements of the Contract.

2.5.2 The Contractor shall ensure that the relevant terms of this Contract are reflected in all Sub-Contracts at whatever level to the extent necessary to enable the Contractor to meet his obligations to the Authority under the Contract.

2.5.3 Details of the sub-contractors for the Contract are to be provided in the Contractor's Manufacturing/Purchasing Plan that will be agreed upon before contract award.

2.5.4 Where the Contractor proposes to enter into a sub-contract and/or to materially amend or terminate any existing sub-contract which is a Critical Sub-contract, the Contractor shall inform the Authority in writing, which shall include sufficient details of the proposed sub-contract, amendment or reasons for termination to enable the Authority to understand:

- a) The identity of the proposed Sub-contractor;
- b) the value of the proposed Sub-contract or amendment and the pricing mechanism on which such value is based;
- c) the proposed Sub-contractor's or existing sub-contractor's current, complete and accurate cost and pricing data;
- d) a description of the supplies or services to be sub-contracted;
- e) confirmation that the relevant provisions of this Contract have been flowed down into the proposed Sub-contract or amendment to an existing Sub-contract;
- f) the reasons for termination and the alternative arrangements proposed to be put in place by the Contractor in relation to the relevant activities;
- g) information to allow the Authority to assess any interest of national security or operational sovereignty;

2.5.5 The Authority shall have 10 (ten) business days from receipt of the information in Clause 2.5.4 to raise any concerns it may wish to raise about the proposed change in the Manufacturing/Purchasing Plan. Any concerns raised by the Authority shall be discussed between the Contractor and the Authority prior to any changes being made to the Manufacturing/Purchasing Plan. The Authority shall be entitled by notice in writing to instruct the Contractor not to change the Make / Buy Plan where the concerns over changes are as per Clause 2.5.4.G.

2.5.6 The Manufacturing/Purchasing Plan shall be formally amended in accordance with DEFCON 503 of the Contract.

2.5.7 Notwithstanding any concerns that the Authority may raise regarding changes to critical Sub-contractors, the Contractor shall remain responsible and liable to the Authority at all times for the performance of its obligations under the Contract.

2.5.8 Informing the Authority of the award of a Sub-contract or an amendment to a Sub-contract shall not constitute the Authority's agreement:

- a) to the acceptability of any terms and conditions of the proposed sub-contract or amendment which could not in the reasonable opinion of the Authority be ascertained from the information provided by the Contractor pursuant to Clause 2.5.4 above; or

- b) relieve the Contractor of any responsibility for performing those aspects of the Contractor's obligations under this Contract which form the subject matter of the proposed sub-contract or amendment

2.5.9 The obligations of the Contractor under this Contract shall not be affected or reduced in any way by the Authority entering into any agreement directly with a Sub-contractor or proposed Sub-contractor in connection with intellectual property rights or otherwise and/ or by the Authority giving its approval to the pricing or other terms of any Sub-contract or proposed Sub-contractor to the identity of any Sub-contract or proposed Sub-contractor.

2.5.10 The Contractor shall ensure that the Sub-contracts contain provisions which are substantially the same as the provisions in this Contract to the extent relevant to the sub-contract and necessary to enable the Contractor to fully meet its obligations under this Contract, and the Contractor shall ensure the Sub-contractors comply with such provisions.

2.5.11 Without prejudice to the generality of Clause 2.5.10 above, the Contractor shall as a minimum ensure that the provisions of this Contract specified in Sub-Clauses 2.5.11.A to 2.5.11.G below are incorporated in all Critical Sub-contracts so as to enable such provision to operate as between the Contractor and each relevant Sub-contractor (or as between relevant Sub-contractors of lower tiers as applicable) and be enforced by the Contractor (or relevant Sub-contractor as applicable):

- a) Intellectual Property Rights;
- b) Sub-contracting;
- c) Termination;
- d) Variation of Price;
- e) Earned Value Management;
- f) Design Authority;
- g) Security Measures;

2.6 CONTRACT DURATION

2.6.1 The Contract shall be effective from 25th February 2020 and shall expire 31st December 2025, with a review scheduled to determine provision of service for post 2025.

2.6.2 The project IOC and FOC dates will be as detailed at Part 1 paragraph 7 of Appendix 1 to Annex A of the Contract.

2.6.3 The Authority shall have the irrevocable right to further extend the Contract by two (2) twelve (12) month periods, known as 'option years'. The Authority shall have the right to invoke these option years as two (2) individual twelve (12) month periods or as a collective twenty-four (24) month period. The Authority will call off option years in writing no later than three (3) calendar months before the expiry of the original Contract term or no later than three calendar months before the expiry of each called off option year previously committed.

2.6.4 The Authority shall have the irrevocable right to add up to two (2) additional Collective Training Earning Event (CTEE) per year, inclusive of option years. The Authority

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will call off additional CTEE options in writing no later than three calendar months from their proposed commencement.

2.7 LANGUAGE

2.7.1 All correspondence delivered under this contract shall be written in English. Similarly, all meetings shall be conducted in the English Language.

2.8 OFFICIAL AND OFFICIAL- SENSITIVE SECURITY CONDITIONS

2.8.1 Definitions

The term "Authority" for the purposes of the contract means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

2.8.2 Security Aspects

The Contractor is required to comply with all the obligations detailed in the Security Aspects Letter at Annex P to the Contract.

2.8.3 Security Grading

All aspects associated with this Contract are classified OFFICIAL. Some aspects are more sensitive and are classified as OFFICIAL-SENSITIVE. The Security Aspects Letter (Annex P to the Contract), defines the OFFICIAL- SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

2.8.4 Official Secrets Acts

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911-1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

2.8.5 Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

- a) The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.
- b) The Contractor shall apply Industry Security Notice (ISN) 2017/01 requirements to every industry owned IT and communication system used to store, process or generate MOD information including those systems containing OFFICIAL and/or OFFICIAL-SENSITIVE information. ISN 2017/01 details Defence Assurance and Risk Tool (DART) registration, IT security accreditation processes, risk assessment and risk management requirements. The ISN is available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN_-_V2_3.pdf

2.8.6 OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.

2.8.7 All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL- SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.

2.8.8 Disclosure of OFFICIAL and OFFICIAL-SENSITIVE information shall be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter (Annex P to the Contract) other than to a person directly employed by the Contractor or sub-Contractor.

2.8.9 Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with Clause 2.8.30.

2.8.10 Access

- a) Access to OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.
- b) The Contractor shall ensure that all individuals having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:

<https://www.gov.uk/government/publications/government-baseline-personnel>"<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>"[security-standard](#) [security-standard](#)

2.8.11 Hard Copy Distribution

- a) OFFICIAL and OFFICIAL-SENSITIVE documents shall be distributed, both within and outside company premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL or OFFICIAL-SENSITIVE shall not appear on the envelope. The envelope should bear a stamp or details that clearly indicates the full address of the office from which it was sent.
- b) Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the Authority.

2.8.12 Electronic Communication, Telephony and Facsimile Services

- a) OFFICIAL information may be emailed unencrypted over the internet. OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a CESG Commercial Product Assurance (CPA) cryptographic product or a MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

- b) Details of the CPA scheme are available at:

<http://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

2.8.13 Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.

2.8.14 OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

2.8.15 OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the UK and overseas. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not within earshot of unauthorised persons.

2.8.16 OFFICIAL information may be faxed to recipients located both within the UK and overseas, however OFFICIAL-SENSITIVE information may be faxed only to UK recipients.

2.8.17 Use of Information Systems

- a) The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

2.8.18 The contractor shall ensure the 10 Steps to Cyber Security are applied in a proportionate manner for each IT and communications system storing, processing or generating MOD UK OFFICIAL or OFFICIAL-SENSITIVE information. The 10 Steps to Cyber Security are available at:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

2.8.19 The Contractor shall ensure competent personnel apply 10 Steps to Cyber Security.

2.8.20 As a rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

2.8.21 Within the framework of the 10 Steps to Cyber Security, the following describes the minimum-security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.

- a) Access Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System -Administrators should not conduct ‘*standard*’ User functions using their privileged accounts.
- b) Identification and Authentication (ID&A). All systems shall have the following functionality:
 - (1) Up-to-date lists of authorised users.
 - (2) Positive identification of all users at the start of each processing session.
- c) Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be ‘strong’ using an appropriate method to achieve this, for example including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.
- d) Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
- e) Data Transmission. Unless the Authority authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in 2.8.14 above.
- f) Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.
 - (1). The following events shall always be recorded:
 - (a) All log on attempts whether successful or failed,
 - (b) Log off (including time out where applicable),
 - (c) The creation, deletion or alteration of access rights and privileges,
 - (d) The creation, deletion or alteration of passwords,
 - (2) For each of the events listed above, the following information is to be recorded:
 - (a) Type of event,
 - (b) User ID,
 - (c) Date & Time,
- g) Device ID, the accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.
- h) Integrity & Availability. The following supporting measures shall be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. virus power supply variations),
 - (2). Defined Business Contingency Plan,
 - (3). Data backup with local storage,
 - (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
 - (5). Operating systems, applications and firmware should be supported,
 - (6). Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented,
- i) Logon Banners Wherever possible, a “Logon Banner” shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”
 - j) Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
 - k) Internet Connections. Computer systems shall not be connected direct to the Internet or ‘untrusted’ systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).
 - l) Disposal Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

2.8.22 Laptops

- a) Laptops holding any MOD supplied or contractor generated OFFICIAL-SENSITIVE information are to be encrypted using a CPA product or equivalent as described in 2.8.15 above.
- b) Unencrypted laptops not on a secure site¹ are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt the term “drives” includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media e.g. CDs and DVDs), floppy discs and external hard drives.

¹ Secure Sites are defined as either Government premises or a secured office on the contractor premises

- c) Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
- d) Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

2.8.23 Loss and Incident Reporting

- a) The contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE information to the Authority.
- b) Accordingly, in accordance with Industry Security Notice 2014/02 as may be subsequently updated at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/293480/ISN_2014_02_Incident_Reporting.pdf

2.8.24 Any security incident involving any MOD owned, processed, or Contractor generated OFFICIAL or OFFICIAL-SENSITIVE information defined in the contract Security Aspects Letter shall be immediately reported to the MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC). This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the MOD's Chief Information Officer (CIO) and, as appropriate, the company concerned. The MOD WARP will also advise the contractor what further action is required to be undertaken.

2.8.25 The contractor shall use the following JSyCC WARP Contact Details to report any security incidents in accordance with Clause 2.8.24:

- a) Email: For those with access to the RLI: [CIO-DSAS-JSyCCOperations](#)
- b) Email: For those without access to the RLI: CIO-DSAS-JSyCCOperations@mod.gov.uk
- c) Telephone: Working Hours: 0306 770 2187
- d) Out of Hours/Duty Officer Phone: 07768 558863
- e) Fax: 01480 446328
- f) Mail: Joint Security Co-ordination Centre (JSyCC), X007 Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambs, PE28 2EA.

2.8.26 Sub-Contracts

- a) The Contractor may Sub-contract any elements of this Contract to Subcontractors within the United Kingdom notifying the Authority. When subcontracting to a Sub-contractor located in the UK the Contractor shall ensure that these Security Conditions shall be incorporated within the Sub-contract document. The prior approval of the Authority shall be obtained should the Contractor wish to Sub-contract any OFFICIAL SENSITIVE elements of the Contract to a Sub-contractor located in another country. The

first page of Appendix 5 (MOD Form 1686 (F1686)) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc

- b) If the Sub-contract is approved, the Contractor shall incorporate these security conditions within the Sub-contract document.

2.8.27 Publicity Material

Contractors wishing to release any publicity material or display hardware that arises from this contract shall seek the prior approval of the Authority. Publicity material includes open publication in the contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the MOD, Services or any other government department.

2.8.28 Private Venture

Any defence related Private Venture (PV) derived from the activities of this Contract are to be formally assessed by the Authority for determination of its appropriate classification. Contractors are to submit a definitive product specification for PV Security Grading in accordance with the requirement detailed at:

http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/414857/20150310_PV_Ex_Guidance_Document.pdf

2.8.29 Promotions and Potential Export Sales

Contractors wishing to promote, demonstrate, sell or export any material that may lead to the release of information or equipment classified OFFICIAL/SENSITIVE (including classified tactics, training or doctrine related to an OFFICIAL-SENSITIVE equipment) are to obtain the prior approval of the Authority utilising the MOD Form 680 process, as identified at:

<https://www.gov.uk/mod-f680-applications>.

2.8.30 Destruction

As soon as no longer required, OFFICIAL and OFFICIAL-SENSITIVE information/material shall be destroyed in such a way as to make reconstitution unlikely, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted OFFICIAL SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

2.8.31 Interpretation/Guidance

- a) Advice regarding the interpretation of the above requirements should be sought from the Authority.
- b) Further requirements, advice and guidance for the protection of MOD information at the level of OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.

2.8.31 Audit

Where considered necessary by the Authority, the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Authority to ensure compliance with these requirements.

2.9 COMMERCIAL CONFIDENCE

2.9.1 All personnel employed by the Contractor, on this Contract, will in accordance with DEFCON 531 be required to treat as OFFICIAL SENSITIVE- COMMERCIAL any Government owned or third-party information to which they might have access during their engagement on the Contract. The Contractor shall not, by virtue of the Contract gain any rights in such information.

2.10 DEFAULT & TERMINATION

2.10.1 In this Condition Contractor Default means: -

- a) Any failure by the Contractor to deliver the TESIK Requirement within the timescales specified;
- b) Any material breach other than a failure to deliver the TESIK Requirement under the Contract;
- c) Any persistent breach of any of the Contractor's obligations under the Contract. For the purposes of the Contract a persistent breach shall be a breach of the Contract by the Contractor as measured by the Performance Indicators in Annex C (Performance Schedule) of the Contract other than a breach or event which falls into any of the categories of default set out in Clauses 2.10.1.A, 2.10.1.B, or 2.10.1.D;
- d) Breach of the requirements of DEFCON 68 (Supply of Data for Hazardous Articles, Materials and Substances), DEFCON 515 (Bankruptcy and insolvency), DEFCON 518 (Transfer), DEFCON 520 (Corrupt Gifts), and DEFCON 659A (Security Measures).

2.10.2 The Authority retains the right to issue a Rectification Notice to the Contractor that will detail any Contractor default in accordance with Clause 2.10.1.

2.10.3 If the Authority has elected for a Rectification Notice in accordance with Clause 2.10.2. within 20 (twenty) business days (or such longer period as the Authority may specify) of the receipt of the Rectification Notice, the Contractor shall make a rectification proposal to the satisfaction of the Authority which shall, as a minimum, specify:

- a) The extent to which the Contractor proposes to rectify the Contractor Default;
- b) Details of all measures the Contractor proposes to take to rectify the Contractor Default, and
- c) The timescale within which the Contractor proposes to rectify the Contractor Default.

2.10.4 If the Authority receives the Contractor's rectification proposal under Clause 2.10.3 within 20 (twenty) business days (or such longer period as the Authority may specify) of the receipt by the Contractor of the Rectification Notice, the Authority shall consider the proposal and may accept, reject or amend the proposal.

2.10.5 If the Authority accepts or amends the Contractor's rectification proposal under 2.10.4, the Contractor shall rectify the Contractor Default in accordance with the proposal as accepted, and the Contractor shall take such action without imposing any additional charge on the Authority.

2.10.6 The Authority shall have the right (but not the obligation) to terminate the contract by providing notice in writing, if,

- a) The Contractor fails to make a rectification proposal in accordance with Clause 2.10.3 or fails to implement the rectification proposal under Clause 2.10.5, within the timescale and in the manner agreed in the rectification proposal, or
- b) The Contractor does not take the remedial action as the Authority has specified in accordance with Sub-Clause 2.10.3.C; or
- c) The Authority and the Contractor cannot agree a mutually acceptable rectification proposal; or
- d) The Authority does not deem it appropriate to request a Rectification Plan in accordance with Clause 2.10.2.

2.10.7 The termination of the Contract shall be without prejudice to the rights, obligations and liabilities of the Parties which have accrued or become due prior to the date of termination.

2.11 EXIT STRATEGY

2.11.1 Exit Period

2.11.1.1 The Exit Period shall commence on the earlier of:

- (a) Six (6) Calendar Months prior to the expiry date of the Contract; or
- (b) on receipt of a notice of termination for Contractor default in accordance with clause 2.10.6; or
- (c) Any other notice of termination given by the Authority.

2.11.1.2 The Exit Period shall be for no less than three (3) calendar months following its commencement in accordance with 2.11.1.1.

2.11.2 Exit Plan

2.11.2.1 The Contractor shall, six (6) months after Contract award, create the Disposal and Exit Plan and maintain thereafter. Prior to this, the Contractor's draft Disposal and Exit Plan shall apply.

2.11.2.2 The Contractor shall comply with the Contractor's Disposal and Exit Plan for the Exit Period to ensure that the Contractor can at all times satisfy its obligations following the termination or expiry of the Contract.

2.11.2.3 The Contractor shall review and when necessary update the Exit Plan twelve (12) Months prior to the end of the Term in accordance with the provisions of the Exit Plan and shall ensure that it is able to implement the Exit Plan throughout the Term in accordance with its terms. All such updates must be approved by the Authority.

2.11.2.4 The Contractor shall promptly comply with all reasonable instructions from the Authority with regards to the implementation of the Exit Plan, including co-operating with any Replacement Contractor and in relation to transfer of Contractor Personnel.

2.11.2.5 All costs incurred in developing, updating and implementing the Exit Plan shall be payable by the Contractor.

2.11.2.6 On expiration of the Contract, at any time and for whatever reason, the Authority shall not be liable for additional charge(s) other than those the Contract conditions that apportion liability to the Authority in respect of the winding up of the Contract, for the handover by the Contractor, to any successor Contractor or the Authority, of all the data relevant to the performance of this work by that successor Contractor.

2.11.3 Obligation to Assist

2.11.3.1 Following termination or expiry of this Contract, the Contractor shall continue to implement the Exit Plan during the Exit Period to ensure the orderly and efficient transition of all activities undertaken or to be undertaken by the Contractor and Sub-Contractors under this Contract to the Authority. The Contractor and Sub-Contractors shall co-operate with all reasonable instructions of the Authority in connection with this transition.

2.11.3.2 The Contractor shall also provide any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the expiry date or termination date and to satisfy the obligations under Sub-clause 2.11.3.1.

2.11.3.3 The Contractor shall also make key personnel reasonably available, during the Exit Period, to the Authority and / or any replacement Contractor, in order to affect the orderly and timely transfer of provision of the Services.

2.11.3.4 Within the Exit Period the Contractor shall make available to either a successor Contractor or the Authority, in a format which they would expect were they the successor, the following:

2.11.3.4.1 Any Intellectual Property Rights (IPR) acquired throughout the Contract duration as a direct result of meeting this requirement or GFX (foreground IPR).

2.11.3.4.2 All GFX as identified at Annex K to the Contract.

2.11.3.4.3 All reports, databases, software etc produced over the period of the Contract.

2.11.3.5 The Contractor shall include a handover provision within the Exit Period, for any successor contractor or the Authority to be directly briefed by the present Contractor, in all matters that the successor contractor or Authority may raise as relevant to the past and/or future performance of work under the Contract. The handover will be carried out at a location most advantageous to its purpose, agreeable by the Contractor and Authority and proving value for money. The handover should take no longer than 10 working days although they may not necessarily be in succession.

2.11.4 Re-Competition Data

2.11.4.1 During the term of this Contract on reasonable notice the Contractor shall provide to the Authority the following information for the purpose of actual or potential re-competition of, and managing transition to any potential Replacement Contractor of the provision of, the TESIK Requirement or similar to the TESIK Requirement (in whole or in part):

2.11.4.1.1 details of the TESIK Requirement (including the scope currently provided and potential new requirement or material changes that are in the contemplation of both of the Parties);

2.11.4.1.2 without prejudice to the timetable for, and provisions relating to, delivery of information relating to potential transferring employees;

2.11.4.1.3 the Management Information, less the Commercially Sensitive Information, from Contract Award (CA) to the end of the Exit Period; and

2.11.4.1.4 such other information as the Authority may reasonably request.

2.11.5 Continued Performance

2.11.5.1 Save as expressly specified in the Exit Plan, the Contractor shall at all times during the Exit Period continue to perform its obligations, including in respect of the achievement of the Performance Indicators set out in Annex C, in accordance with the provisions of this Contract.

2.12 PARENT COMPANY GUARANTEE

2.12.1 The Contractor shall provide a Parent Company Guarantee; the Parent Company Guarantee shall remain in place for the duration of the Contract.

2.12.2 Should there be any change in control of the Contractor in accordance with DEFCON 566 (Change of Control of Contractor), the Parent Company Guarantee and the liabilities, undertakings and guarantees therein shall be adopted in full by the new parent company of the Contractor. Where the change in control means there is no parent company to adopt the Parent Company Guarantee, the Parties shall agree a mutually acceptable alternative which meets the intent of the Parent Company Guarantee.

2.13 AMENDMENTS TO CONTRACT

2.13.1 In addition to the terms of DEFCON 503 only the Authority's Commercial Officer (ACO) detailed at Box 1 of DEFFORM 111 or his authorised representative shall be authorised to vary the terms and conditions of the Contract, including specifications, standards of drawings which form part of the Contract.

2.14 ALTERNATIVE DISPUTE RESOLUTION

2.14.1 The Parties agree to try and resolve any dispute arising under the Contract initially by discussion with the end user. A local ad hoc meeting may be convened for the purposes of attempting to resolve the dispute in the first instance.

2.14.2 In the event that the dispute remains unresolved, it shall be referred to Authorities Project Manager (APM) detailed at Box 1 of DEFFORM 111 and Project Commercial Officer (PCO) for consideration. A meeting between the PCO, the PM and their counterparts in the Contractor's organisation may be held for further clarification on the dispute.

2.14.3 In the event the dispute remains unresolved, it shall be referred to the Authority's Senior Commercial and Portfolio Lead. A meeting between the two and their counterparts in the Contractor's organisation may be held for further clarification on the dispute.

2.14.4 If after the above referrals and any subsequent meetings with the Contractor as detailed in Clause 2.14.2 and 2.14.3 above, the dispute remains unresolved, the dispute shall be referred to a mutually acceptable independent third party for resolution in accordance with the provision of DEFCON 530. All costs associated with the appointment of a third party shall be shared equally between the Authority and the Contractor.

2.15 CONTRACT CHANGE PROCEDURE

2.15.1 This Condition describes the procedure to be used for implementing changes to the Contract.

2.15.2 Changes may include, but shall not be limited, to the following:

- a) Changes to Deliverables;
- b) Changes to the Fielding Requirement Table at Appendix 1 to the Schedule of Requirements of the Contract;
- c) Flexing of funding to facilitate the curtailment or expansion of activities being undertaken;
- d) Introduction of new work as a result of the identification of new technologies or the work of other programmes;
- e) Removal of work that is unnecessary to achieve Contract outcomes or for which better value for money can be achieved through a decision to allocate the cost of that work to other Contract outcomes;

2.15.3 Changes to Contract requirements may be proposed by the Authority, or by the Contractor. For Contractor initiated changes the Contractor shall be responsible for the preparation and submission a Change Proposal. For Authority initiated changes, the Authority shall submit in writing, details of the change required and the reason for the change.

2.15.4 For any change identified by either Party as an urgent change, both Parties shall use reasonable endeavours to meet and agree the urgent change as soon as reasonably practicable.

2.15.5 Any Change Proposal submitted by the contractor shall contain sufficient information to enable the Authority to make a decision on whether or not to proceed on the proposed change.

2.15.6 Should the Contractor have insufficient information about the impact of the proposed change they may propose that the Authority allocate funds in order that the Contractor can undertake a study to investigate the potential impact of the proposed change.

2.15.7 Where a study is required, the Contractor shall not proceed until authority to proceed with the study has been provided by the Authority's Commercial Manager.

2.15.8 For proposed contractual changes, the Change Proposal submissions shall include a breakdown of all costs and other factors affected by the proposed change. These shall include, but not be limited to:

- a) Breakdown of all pricing of the proposed change;
- b) Programme Schedules;
- c) Statements of Work;
- d) Deliverables;
- e) System Requirements;
- f) Commonality;
- g) Any other input that may result

2.15.9 The price shall not only include those cost changes directly relating to the change itself but also any consequential cost changes that may arise elsewhere under the Contract. The Authority shall not be liable for any consequential costs that were not identified prior to approval of the Change Proposal Form concerned.

2.15.10 Where a change has originated from the Authority, the Contractor shall provide in response a proposal in accordance with Clause 2.15.8. No preparation costs shall be allowable for a Contractor originated Change Proposal Form.

2.15.11 Any changes initiated by the Contractor which are necessary to ensure compliance with the requirements of the Contract shall be the liability of the Contractor.

2.15.12 In accordance with DEFCON 127 or DEFCON 643, the price submitted in the Change Proposal shall be supported by details of the rationale used to determine the proposed costs, including a detailed breakdown (embracing all levels of the supply chain). If required, the Contractor shall also provide the Authority with full visibility of the costs of any part of the original work to which the proposed change relates.

2.15.13 All labour rates used shall be those set out in Appendix 1 to Annex O to the Contract.

2.15.14 Work in connection with any proposed change shall not commence until the Authority's Commercial Officer (see Box 1 of DEFFORM 111) or his authorised representative formally offers the change as a contract amendment in accordance with the requirements of Clause 2.13 (Amendments to the Contract). Any work undertaken or costs incurred in advance of the acceptance of any Change Proposal will be entirely at the Contractor's own risk. Once a proposed change has been agreed and a contract amendment to incorporate it has been accepted by the Contractor, then the Contractor shall implement the change in accordance with the duly amended terms and conditions of the Contract.

2.15.15 The Authority reserves the right to reject or not take forward any proposed change contained in a Change Proposal Form. In the case of rejection or non-adoption the Authority shall give the Contractor reasons for that rejection.

2.16 CONTRACTOR'S PERSONNEL

2.16.1 Key personnel identified in the Statement of Requirement shall have the appropriate qualifications and competences for this Contract.

2.16.2 The Contractor shall take all reasonable steps to avoid changes of key personnel assigned for work under the Contract. Except whenever changes are unavoidable or of a temporary nature caused by sickness or other circumstances, the Contractor shall give at least one month's notice, in writing, to the Authority and the provisions of this Condition shall apply to the replacement personnel. The Authority shall have the right, in its sole discretion, to reject any replacement personnel proposed by the Contractor.

2.17 AUTHORITY'S PERSONNEL

2.17.1 The Authority may engage organisations to assist it with the Contract. In such circumstances these parties (known as "Authority's Representatives") shall be deemed to be approved representatives of the Authority to whom the Contractor shall co-operate fully and provide all reasonable assistance to them in performing the roles and responsibilities assigned to them by the Authority.

2.17.2 Any contract placed by the Authority for the services mentioned in Clause 2.17.1 above shall include suitable provisions for the protection of the confidentiality of any information released under the said contract.

2.18 REDEPLOYMENT OF SERVICE

2.18.1 Although it is not currently envisaged, the Authority may require that the TESIK Requirement be redeployed to a site located in a different Country and the Contractor shall comply with any such requirement. The Authority shall provide the longest possible notice for the redeployment and in any event a minimum of ninety (90) days notice shall be provided. To facilitate the deployment a firm price shall be agreed under the terms of DEFCON 643.

2.19 CONDITIONS FOR DEPLOYMENT IN KENYA OR ANY NON-UK, NON-EUROPEAN OR NON-NORTH AMERICAN LOCATION

(NB: IN THE EVENT OF DEPLOYMENT TO AREAS OF CONFLICT THE CONDITION MAY BE REPLACED BY DEFCON 697)

2.19.1 Authority to Deploy will be at the Authority's direction.

2.19.1.1 The Contractor shall ensure that the Contractor's Employees, his Sub-contractors and the Sub-contractor's Employees do not move into or within the CTEE Environment in connection with the performance of the Contract until the Contractor has

2.19.1.1.1 Received the Authority's Authority to Deploy in the CTEE Environment

2.19.1.1.1.1 Any information relating to either the location or type of activity to be performed on the Contract shall be treated as per UK training regulations.

2.19.1.1.2 Confirmed that the Contractor's Employees and Sub-contractors Employees have completed and are fully qualified to deliver/provide the services detailed within the Contract within both the CTEE Environment and whichever Country the system is deployed in, including (but not restricted to) the ability to drive, deliver training to the Army and management of Locally Recruited Workers (LRWs) as applicable.

2.19.1.1.3 Received confirmation that the Contractors and Sub-contractors Employees have been security cleared to the levels required by the Authority noting that information needs to be controlled as per the normal procedures in the UK.

2.19.2 Right to Withhold, Withdraw and Remove

2.19.2.1 The Authority may at any time and from time to time for any operational reason which the Authority in its absolute discretion shall determine:

2.19.2.1.1 Withhold or withdraw Authority to Deploy;

2.19.2.1.2 Move or require the removal of the Contractor or a Sub-contractor from his current location to a location acceptable to the Authority;

2.19.2.1.3 Move or require the removal of the Contractor's Employees, Sub-Contractor's Employees or LRW's from their current location to a location acceptable to the Authority. The Contractor shall, as soon as reasonably practical, move or remove any Contractor's Employee, Sub-contractors Employee or LRW whom the Authority requires to be removed.

2.19.3 The Authority shall not be obliged to give reasons for taking any action in accordance with 2.19.2 above but may, in its sole discretion, indicate its reasons for so doing.

2.19.4 Should any action taken by the Authority in association with the Security Aspect Letter (Annex P) have a negative impact on price a revised firm price will be agreed under the terms of DEFCON 643.

2.19.5 Notwithstanding the Provisions of 2.19.2 above, in the event that the Contractor is involved in any employment claim or dispute arising in connection with any action taken by the Authority under clause 2.19.3, the Authority shall, where reasonably practicable, provide the Contractor any relevant information that the Contractor may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of confidentiality or contractual obligation of the Authority, contrary to a statutory requirement of Government policy or as otherwise as reasonably specified by the Authority.

2.19.6 Provision of Life Support – The Authority shall be responsible only for life support elements as negotiated and agreed in the GFX list. All other life support, including but not limited to accommodation, food, medical cover, security, will be the responsibility of the Contractor.

2.19.7 Conduct - The Contractor shall require the Contractor's Employees, Sub-Contractors Employees and LRW's to act in a responsible manner and shall require the Contractor's Employees, Sub-Contractors Employees and LRW's to make themselves aware of and comply with Authority orders, instructions, regulations and procedures.

2.19.8 Sub-contracts – If the contractor enters into any sub-contracts, the contractor shall ensure subcontractors compliance with the Security Aspect Letter (Annex P).

2.20 PROJECT MANAGEMENT

2.20.1 The Contractor shall assign a suitably qualified and experienced Project Manager for the delivery of its obligations under this Contract to provide effective control and implementation of all activities.

2.20.2 The Contractor's Project Manager shall manage the contract delivery and in-service performance monitoring activities in accordance with his Project Management Plan (PMP) having full responsibility and accountability for performance of all requirements of the Contract.

2.20.3 The Contractor's PMP shall be the single planning and controlling document for all TESIK FOC (as required IOC) and performance monitoring activities.

2.21 SECURITY, SAFETY AND ENVIRONMENT

2.21.1 The Contractor must conduct the TESIK Requirement in accordance with:

- | | |
|----------|---|
| 2.21.1.1 | Health & Safety at Work Act 1974 |
| 2.21.1.2 | Environmental Protection Act 1990 |
| 2.21.1.3 | Security Regulations required by MOD Security Authority |
| | DSAS – JSP 440 |
| 2.21.1.4 | DEFSTAN 00-56 |

2.21.2 With respect to IT Encryption any computing devices (e.g. laptops) used to process MOD information, irrespective of protective marking (including UNCLASSIFIED) are to be encrypted with a DIPCOG approved full disk encryption product for the duration of the Contract. Any solution must be accreditable in accordance with HMG IS 1 & 2 and JSP 440. For the purposes of this Contract 'MOD information' includes information processed or collected in association with Training CTEEs.

2.21.3 Any computing devices used in support of this Contract should have a secure erase conducted on Contract completion with certified evidence provided to the Authority within 6 months.

2.22 SUSTAINABLE PROCUREMENT – BEST PRACTICE

2.22.1 The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

2.23 RISK & OPPORTUNITY MANAGEMENT

2.23.1 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the Parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- a) particular risks and their impact; or
- b) risk reduction measures, contingency plans and remedial actions shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

2.23.2 The Contractor shall produce and manage the risk registers, reports and processes in accordance with the Statement of Requirement at Annex A to the Contract, paragraph 65. The Risk & Opportunity Register shall be maintained by the Contractor for the duration of the Contract and shall include all risks in the supply chain including those of their sub-contractors.

2.23.3 The Contractor shall maintain the joint Risk & Opportunity Register using the appropriate risk management tool and shall make the Risk & Opportunity Register available to the Authority electronically.

2.24 IMPORT AND EXPORT LICENCES, VAT

2.24.1 The Contractor shall be responsible for securing any licences or security clearances necessary to enable him to meet his obligations under the terms of the Contract and shall confirm to the Authority, with supporting evidence that such licences and clearances have been secured. No addition to the Contract price shall be accepted by the Authority in respect of these activities.

2.24.2 The Contractor shall make sure any Non-Disclosure Agreement, Technical Assistance Agreement or International Traffic in Arms Regulations Requirements or similar are in place to allow the Contract to be performed on time.

2.24.3 The Contractor's attention is drawn to the introduction of a 'Railway Development Levy' in Kenya. Any costs associated are the responsibility of the Contractor and no addition to the Contract price shall be accepted by the Authority in respect of full compliance with this.

2.24.4 Where companies establish a fixed place of business in Kenya for periods in excess of 6 months they become liable to pay Kenyan VAT. The Authority accepts full responsibility for the total sum of Kenyan VAT payable for all activities/work carried out in direct association with delivering the TESIK Requirement. A breakdown of VAT payable should be submitted to the Authority's PM for approval prior to request for payment.

2.25 CAPITAL FACILITIES

2.25.1 The Contractor shall provide all resources necessary for the purposes of carrying out the requirements of this Contract other than those under Condition 6 – Loans, or those agreed as Government Furnished Assets at Annex K to the Contract.

3 SPECIFICATIONS, PLANS, ETC.

3.1 DEFCONS

DEFCON 68 (Edn. 02/19) – Supply of Data for Hazardous Articles, Materials and Substances

- For the purpose of this contract, Annex G to the Contract (DEFFORM 68) shall be used to document all Safety Data Sheet (SDS) relating to any article provided under this contract.

DEFCON 502 (Edn. 05/17) – Specifications Changes

DEFCON 595 (Edn. 03/19) – General Purpose Automatic Test Equipment Data Requirements

- For the purpose of this contract, DEF-STAN 00-013 referred to within this condition shall be replaced by DEF-STAN 00-42 part 4 and 00-52

DEFCON 601 (Edn. 04/14) – Redundant Material

- DEFCON 601 shall only apply to Government Furnished Assets provided under DEFCON 611 Issued Property, and detailed at Annex K of the Contract.

DEFCON 602A (Edn.12/17) – Quality Assurance (With Deliverable Quality Plan)

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

DEFCON 607 (Edn. 05/08) – Radio Transmissions

DEFCON 608 (Edn. 10/14) – Access and Facilities to be Provided by the Contractor

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

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

DEFCON 658 (Edn.10/17) – Cyber

- For the purpose of the contract, the Cyber Risk Assessment of this contract is LOW.

DEFCON 660 (Edn. 12/15) – Official-Sensitive Security Requirement

3.2 SPECIFICATIONS/REFERENCE DOCUMENTS

3.2.1 The documents referred to in Annex A to the Contract Conditions and listed at Annex X to the Contract Conditions shall apply to the work carried out under the Contract.

3.2.2 Final versions of the documents referenced in clause 3.2.1 above shall be submitted to the Authority's Project Manager for comment and deemed acceptable as stipulated at Annex X to the Contract Conditions. The Contractor shall ensure all documents are subject to review and kept up to date throughout the Contract duration as stipulated. Documents should be available at the request of the Authority.

3.3 TECHNICAL OR DESIGN QUERIES

3.3.1 Any queries of a technical nature should be referred to the Project Manager (PM) in the first instance, Box 2 of the attached DEFFORM 111 refers.

3.4 QUALITY ASSURANCE

3.4.1 The Contractor shall have a UKAS accredited Quality Management System applicable to the delivery of the TESIK Requirement.

3.4.2 Quality Management Plan should be in accordance with DEFFCON 602A and NATO Quality Assurance Publication AQAP 2105 and achieve AQAP 2110 and AQAP 2210 standard.

3.4.3 Quality Assurance Representative (QAR): All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111 attached.

3.4.3.4 The Contractor shall deliver the TESIK Requirement in accordance with DEF STAN 05-57 Issue 7 (dated 28 July 2018), DEF STAN 05-61 Issue 3 (dated 25 October 2002) Part 4: Contractor Working Parties (Reprinted 28 January 2011 incorporating Amendment 1), DEF STAN 05-061 Part 1 Issue 6 (dated 31 March 2016) and DEF STAN 05-135 Issue 2 (dated 14 July 2019).

3.5 STANDARDS OF PERFORMANCE

3.5.1 Without prejudice to Clauses 3.2.1 and 3.2.2, the Contractor shall perform its obligations under this Contract in accordance with:

- a) all applicable Laws;
- b) Good Industry Practice;
- c) the requirements of the Authority's Quality Assurance Requirements stipulated in Clause 3.4 (Quality Assurance);
- d) all applicable safety and environmental requirements;
- e) the requirements of the Safety and Environmental Case stipulated in Appendices 5 and 6 to Annex A of the Contract Conditions

3.5.2 Without prejudice to Clause 3.5.1, the Contractor shall also undertake all its duties and obligations under this Contract (including without prejudice to the generality of the foregoing with regards to design and project management) with all the skill, care and diligence to be expected of a professional Contractor who has held himself out as competent and experienced in fulfilling projects of a similar nature, size, scope, complexity and value as those the subject of this Contract; and

3.5.3 The Contractor shall give all notices, pay all taxes, duties and fees, and obtain and maintain all permits, licences and approvals, as required by Legislation in relation to the design, execution and completion of the work required by the Contract. The Contractor shall comply with all such permits, licences and approvals including the discharging of all conditions of the same.

3.6 CONFIGURATION CONTROL

3.6.1 The Contractor shall conduct configuration management in accordance with DEF STAN 05-57 Issue 6 dated 7 March 2014 and in accordance with the Configuration Management Plan at Appendix 14 of Annex A to the Contract. The Contractor shall ensure that the Authority's Project Manager (or his authorised representative) has full and free access to the Contractor's records of the configuration items and the configuration process.

OFFICIAL SENSITIVE – COMMERCIAL

3.7 NON-WAIVER

3.7.1 Notwithstanding any other provision in this Contract, the Contractor's obligations under this Contract shall not be prejudiced, waived or released by the Authority or the Authority's Project Manager formally or informally verifying or expressing reasonable satisfaction with any design, drawing or data or if the Authority or the Authority's Project Manager at any stage provides any advice or makes or fails to make any suggestion in relation to any design, drawing or data.

3.7.2 Without prejudice to Clause 3.7.1, the obligation and liabilities of the Contractor under this Contract may only be varied by a Contract Amendment in accordance with Clause 2.13 and shall not be released, diminished or in any other way affected by:

- a) any enquiry or inspection into any relevant matter which may be made or carried out by or on behalf of the Authority;
- b) the Authority or its representatives reviewing and/or commenting on a reviewable document and/or witnessing the testing of equipment or the failure to review and/or comment on such document and/or the failure to witness any such test, trial or demonstration;
- c) the carrying out of the User Trials (including commenting on any non-compliances with the Contract during or after the User Trials have been carried out, or the omission of the Authority and/or the Authority's Project Manager to comment on any non-compliances with the Contract during or after the User Trials have been carried out) or the failure to carry out the User Trials;
- d) any certificate or statement for payment or any interim or final payment or other payment or advance against the Contract price or issue of any certificate, statement or notice under this Contract.
- e) any admission, approval, consent, comment, sanction, acknowledgement, confirmation, notification, rejection, acceptance or advice made or given by or on behalf of the Authority, the Authority's Project Manager, or any third party or, in any case the absence thereof;
- f) the appointment of, or failure to appoint, any person to inspect or otherwise report in respect of the work required under the Contract or the design thereof, or by any act or omission of any such person, whether or not such act or omission might give rise to any independent liability of such person to the Authority, the Authority's Project Manager, or any third party.

4 PRICE

4.1 DEFCONS

DEFCON 643 (Edn.12/14) – Price Fixing (Non-Qualifying Contracts)

- For this contract. This condition shall apply to contract amendments and tasks above £250,000.

DEFCON 647 (Edn. 04/19) – Financial Management Information

- For this contract, this condition shall apply in conjunction with Earned Value Management requirements of the contract.

DEFCON 654 (Edn.10/98) – Government Reciprocal Audit Arrangement

4.2 CONTRACT PRICING

4.2.1 Contract rates and prices are set out in the Schedule of Requirements at Part 1 of these Terms & Conditions. For the purposes of clause 4.8 a list of repair/replacement costs are set out at Annex Y.

4.2.2 All work performed by the Contractor shall be charged for in line with the firm prices set out as in point 4.2.1 above.

4.2.3 The Authority and Contractor agree that should the minimum quantities of support for an CTEE not be supplied, both parties agree to discuss a fair and reasonable reduction to the Contract price.

4.2.4 Gainshare

4.2.4.1 The Contractor shall provide the Authority with efficiency reports no later than 30 days after the completion of each CTEE which will detail where efficiencies may be implemented. Gainshare will form part of the standard agenda of progress meetings and findings will be recorded in the minutes of that meeting, along with the decision as to whether to implement the proposed change.

4.2.4.2 All savings achieved as a result of a gainshare agreement will be shared on a 50:50 basis between the Authority and Contractor for the remaining Contract duration or for the period of the net financial efficiencies obtained after implementation of the recommendation. Implementation of these efficiencies will be agreed on a case by case basis.

4.2.4.3 Any gainshare not claimed by the final payment of the Contract shall be forfeited by the Contractor.

4.2.4.4 Where the Authority does not implement any efficiency recommendation, it will provide an explanation to the Contractor to confirm why the efficiency has not been adopted or deferred and confirm the expected duration or deferral.

4.3 EQUALITY OF INFORMATION

4.3.1 Using Appendix 1 of Annex O to the Contract. The Contractor shall complete an Equality of information (E of I) Pricing Statement for all Contract amendments in accordance with DEFCON 127 and DEFCON 643. Once completed the E of I Pricing Statement shall be added to Annex Q to the Contract.

4.4 PRICING OF CHANGES TO THE REQUIREMENT

4.4.1 Where a change in requirement as detailed in the Contract change procedure at Clause 2.15 necessitates an adjustment to an agreed price under the Contract, or a new price to be added to the Contract, the Contractor shall submit to the Authority within 10 (ten) business days (or such other period of time as agreed with the Authority) of the request the

following information in support of the price quoted:

- a) A firm price quotation, utilising the agreed labour, overhead and profit rates detailed at Appendix 1 of Annex O to the Contract (Pricing Rates for any Changes to the Contract), for the work required to be carried out under the proposed amendment. The quotation should provide to the Authority full visibility of the build-up of the price. This information, shall contain sufficient detail as to allow the Authority accurately to assess the extent to which the price quoted for the revised requirement is fair and reasonable.

4.4.2 All price changes shall be subject to DEFCONs 643, 647 and 127 as appropriate.

4.4.3 The Contractor agrees to the information in Clause 4.7 (Open Book Accounting) being used to provide equality of information to the Authority in pricing any changes to the Contract.

4.4.4 Timely pricing of a proposed amendment is essential to the efficient execution of the Contract. The Contractor shall make all reasonable endeavours to supply information and negotiate within 30 days of the provision of the change by the Authority. The price within the Contractor's proposal shall be a fair and reasonable price, and the Contractor shall adopt a system of parallel working with the Authority (and his representatives) when preparing his quotation.

4.4.5 Unless otherwise agreed at Clause 4.4.6 below, no work under the proposed amendment shall commence until a price has been agreed.

4.4.6 Where, under exceptional circumstances, it is necessary for work to commence prior to an agreed price, the Authority may agree a maximum price limiting the Authority's liability.

4.4.7 The Authority, may at its own discretion, use an independent contractor to aid with the assessment of pricing.

4.4.8 In the event the change to the requirement is anticipated to be above £5M, the contractor shall price the change in accordance with the Single Source Contract Regulations 2014.

4.5 VARIATION OF PRICE

REDACTED

4.6 OPTION PRICES

4.6.1 The Contractor hereby grants to the Authority the following irrevocable options to purchase further quantities of all Schedule of Requirements Items in accordance with the terms and conditions set out in this Contract, it being agreed that the Authority has no obligation to exercise such options. The decision point to invoke the options shall be as follows;

- a) Decision Point for Option Year 6 shall be CA+ 54 Months.
- b) Decision Point for Option Year 7 shall be CA+ 66 Months.

4.6.2 Option Prices shall be Fixed, and subject to Variation of Price. Should the Authority exercise the option then Firm Prices shall be agreed between the Contractor and the Authority using this mechanism in contract Clause 4.5.

4.6.3 The Authority shall have the right to exercise the options by the specified dates.

4.7 OPEN BOOK ACCOUNTING

4.7.1 The Contractor shall at all times maintain full, current and accurate financial and accounting records relating to the performance of its obligations under this Contract. Such records shall include, without limitation:

- a) direct labour and indirect labour costs
- b) direct material and sub-contract costs, including the full cost of purchasing or sourcing articles;
- c) overhead costs analysed to identify appropriate categories;
- d) payment details to suppliers and Sub-contractors;
- e) capital expenditure;
- f) such other information as the Authority may reasonably require;

4.7.2 For any proposed contract amendment, the Contractor shall provide open book data to the Authority, including access to the original competitive bid pricing information and current financial and accounting records insofar as such information is relevant to the change, in order that the Authority can ascertain a fair and reasonable price for the amendment.

4.7.3 The open book data at Clause 4.7.2 shall include tier 1 sub-contractors' information. Where the Contractor is unable to obtain open book data from a sub-contractor not based in the United Kingdom, then the Contractor shall obtain agreement with the sub-contractor for an audit to be completed by authorities in their respective country.

4.7.4 Subject to 5 (five) business days' notice, the Contractor shall provide any facilities that the Authority may reasonably require for the Authority or its nominated representatives to visit the Contractor's offices and the offices of its Sub-contractors (or any place where such records are held) to examine such records maintained under this Clause.

4.7.5 The Contractor shall make available audited financial statements (which shall contain a full set of accounts including, but not limited to a profit and loss account, balance sheet and cash flow statement, or equivalent financial statements, audited by a firm of independent accountants, Auditor's and Directors reports and accompanying explanatory notes, including changes to accounting policies) for the Contractor and its ultimate holding company, as soon as reasonably practicable after each becomes available.

4.7.6 All financial statements pursuant to Clause 4.7.5 shall be prepared on a basis consistently applied in accordance with generally accepted accounting principles in England, or accounting principles consistent with UK reporting accounting standards or relevant international accounting and reporting standards. They shall give a true and fair view of the results of the Contractor's operations for the period in question, and of the state of the Contractor's affairs as at the date at which the financial statements are made.

4.7.7 Without prejudice to the Contractor's obligations under DEFCON 659A (Security Measures), the Contractor shall retain the records referred to in Clause 4.7 for the period of at least 6 years from the respective start dates.

4.8 LIABILITY FOR EQUIPMENT AND SERVICES

4.8.1 The Contractor is responsible for all repair, maintenance and replacement of equipment required through fair wear and tear caused whilst meeting the TESIK requirement as set out in this Contract.

4.8.2 When repair, maintenance or replacement is required due to neglect, misuse or loss by the Authority outside of the scope of this requirement the Authority will be responsible for associated costs to return the equipment to the standard prior to neglect or misuse and replacement where lost.

4.8.3 If, following assessment, the Contractor determines that the equipment is damaged Beyond Economical Repair (BER) then the Contractor shall submit the assessment to the Authority for review and agreement. Should that agreement not be achieved then it shall be resolved as detailed in Clause 2.14. If it is agreed that the equipment is deemed BER then, only following written notification by the Authority, the equipment shall be replaced by the Contractor to the same or better specification against the equipment and costs detailed at Annex Y to the Contract.

4.8.4 It is the responsibility of the Contractor to bring any considered neglect, misuse or loss by the Authority, in the first instance, to the attention of the Authority's local site representative. In the event that the responsibility cannot be agreed locally, it shall be resolved as detailed in clause 2.14.

4.8.4.1 It is the responsibility of the Contractor to submit the "running tables of TESIK equipment damaged or broken throughout the contract", as required in clause 3.2.1, to the Authority's PM no later than thirty (30) calendar days after the completion of each CTEE. The Contractor should also provide a statement of responsibility for item(s) added since last submission where the Authority has accepted liability and a firm price quotation (in line with Appendix 1 to Annex O) that offers best value for money to the Authority i.e. repair or replace.

4.8.4.2 Any damage caused by activities outside of either the Authority or Contractors control will be the responsibility of the Contractor.

4.8.5 The Authority is not responsible for damage to or loss of the equipment, injury or death to anyone, or damage to any property due to the neglect or default of the Contractor.

4.8.6 The Contractor must indemnify the Authority against all claims in respect of injury or damage to any person or property or arising out of a breach by the Contractor of the terms of the Contract or the neglect or default of the Contractor.

4.9 NOTICE OF ACCIDENT

4.9.1 The Authority and Contractor will give immediate notice to each other by telephone and confirm in writing if the equipment is involved in an accident resulting in injury to persons or damage to property. In giving that notification the Authority and Contractor, both recognise that no admission of liability, offer, promise of payment or indemnity can be agreed without formal notification to the Authority's commercial manager. Responsibility will be determined as set out in clause 2.14.

4.10 CHANGES TO COLLECTIVE TRAINING EARNING EVENTS

4.10.1 The Authority reserves the right to change the scheduling of CTEE at no additional cost up to 30 working days prior to the commencement of the scheduled CTEE. On occasions it may be necessary to re-schedule at shorter notice. Should the Contractor incur additional costs due to short notice then it is the responsibility of the Contractor to present a breakdown of actual costs associated to the Authority's Commercial Manager, and await agreement in writing prior to proceeding. Any such agreement will be confirmed by formal contract amendment as soon as practicable.

4.11 CANCELLATION OF COLLECTIVE TRAINING EARNING EVENTS

4.11.1 The Authority reserves the right to cancel a scheduled CTEE at no additional costs up to 3 calendar months prior to the commencement of the scheduled CTEE. On occasion it may be necessary to cancel at shorter notice. Should additional costs incur the Contractor will reserve the right to claim costs which it has incurred up to and until the time Authority informs the contractor of the cancellation.

5 INTELLECTUAL PROPERTY RIGHTS AND INFORMATION

5.1 DEFCONS

DEFCON 14 (Edn. 11/05) – Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 15 (Edn. 02/98) – Design Rights and Rights to Use Design Information

- Under this contract, DEFCON 15 applies only where new fully funded work arises for the design and manufacture of any new equipment and/or software.

DEFCON 90 (Edn. 11/06) – Copyright

DEFCON 91 (Edn. 11/06) – Intellectual Property Rights In Software

- Under this contract, DEFCON 91 applies only where new fully funded work arises for the design and manufacture of any new equipment and/or software.

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

- For this contract, DEFCON 632 does not apply to software that is subject to DEFFORM 701

5.2 COMMERCIAL EXPLOITATION

5.2.1 The Contractor shall, subject to security considerations that will be assessed by the Authority, have the right to sell any articles developed under the Contract. Prior to any sale of the articles developed under the Contract, the Contractor shall agree with the Authority the levy payable, and conclude a Commercial Exploitation Agreement in the form of Annex B to the Contract.

5.3 MARKING OF DELIVERABLES

5.3.1 This Clause 5.3 shall apply in addition to and notwithstanding DEFCON 90. All Deliverable materials, documents and or works, including progress reports, shall be marked

in accordance with the relevant Intellectual Property Rights (IPR) provision against which they are delivered under this Contract. Failure to do so shall be valid grounds for the rejection by the Authority of any such Deliverable.

5.3.2 In the event that any Deliverable by the Contractor or his sub-contractor or any tier is identified incorrectly as containing or comprising Background Intellectual PR or otherwise subject to third party rights (and such Intellectual Property Rights are Foreground IPR) then the Authority shall nevertheless be entitled to exercise its rights in relation to Foreground IPR.

5.3.3 In the case of single ownership of the Intellectual Property Rights (including copyright, design right and the information) in any Deliverable document, the body text shall be marked to indicate Background IPR and Foreground IPR and a key relating to such marking shall be provided by the Contractor.

5.3.4 In the case of any Deliverable document comprising or containing more than one copyright work, or the inclusion of any third party Background IPR (including copyright or design right), the copyright work, the work in which design right subsists and/or the Background IPR shall be further marked to indicate the individual owners of each IPR (including design right) and/or copyright work including the relevant section, part, paragraph, diagram and or drawing and a key relating to such marking shall be provided by the Contractor.

5.4 DEFFORM 701

Any deliverable software identified as “not generated” under the Contract, shall be subject to the conditions contained in Annex M to the Contract (Software License Agreement – DEFFORM 701).

5.5 TRANSPARENCY

5.5.1 Notwithstanding any other term of this Contract, including DEFCON 531 where applicable, the Contractor gives its consent to the Authority to publish the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract (“the Transparency Information”) to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

5.5.2 Before publishing the Transparency Information to the general public in accordance with Clause 5.5.1 above, the Authority may redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (“the Act”) or the Environmental Information Regulations 2004 (“the Regulations”), including the Contractor Commercially Sensitive Information at Annex L to the Contract.

5.5.3 The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.5.2 above. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

5.5.4 For the avoidance of doubt, nothing in this Condition shall affect the Contractor’s rights at law.

5.6 CONFIDENTIALITY

Notwithstanding any other term of this Contract, the Contractor shall ensure all information released to sub-contractors and any third-parties for the performance of this contract shall be in accordance with DEFCON 531 and the Security Aspects Letter (Annex P) of this contract. An endorsed confidentiality agreement (Annex H to the contract) will be submitted to the commercial representative of the Authority identified in Appendix 1 to this Contract (DEFFORM 111) before any information is transferred or released from the contractor to sub-contractors and third-party suppliers.

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

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

6 LOANS

6.1 DEFCONS

DEFCON 23 (Edn.08/09) – Special Jigs, Tooling and Test Equipment

DEFCON 76 (Edn. 12/06) – Contractor's Personnel at Government Establishments

- The contractor's liability under Clause 4 of DEFCON 76 (Edn 12/06) shall be **REDACTED**

DEFCON 611 (Edn. 02/16) – Issued Property

DEFCON 694 (Edn. 07/18) – Accounting for Property of the Authority

6.2 SUPPLY OF GOVERNMENT FURNISHED ASSETS (GFX)

6.2.1 The Authority will provide the Contractor with access to the Government Furnished Assets, Equipment and Services listed at Annex K to the Contract, for the sole purposes of carrying out any activities linked to their obligations under this contract.

6.2.2 The Contractor is liable for the costs for the repair and general maintenance of all GFX issued on loan. Any material due for return to the Authority shall be returned in the same condition as provided but subject to fair wear and tear associated with delivering the TESIK Requirement. Where GFX is lost, the Contractor must notify the Authority in writing immediately and will be responsible for the cost associated with providing at a minimum a like for like replacement to the same standard.

6.2.3 Any parts or components used in the repair of any article shall conform to the relevant drawings and specification to ensure conformance after repair to the approved Build Standard of the article.

6.2.4 The Authority reserves the right to amend the list of GFX at Annex K by formal

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contract amendment and throughout the contract duration should additional/less GFX be justified in delivering a more cost effective/efficient TESIK Requirement.

6.2.5 Any new/modified/enhanced data shall be made available for re-use by the Authority via the Defence Training & Education Capability (DTEC) Catalogue in accordance with JSP 822.

7 DELIVERY AND ACCEPTANCE

7.1 DEFCONS

DEFCON 507 (Edn.10/18) – Delivery

DEFCON 514 (Edn. 08/15) – Material Breach

DEFCON 524 (Edn. 02/20) – Rejection

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

DEFCON 525 (Edn.10/98) – Acceptance

DEFCON 621B (Edn. 10/04) – Transport (if Contractor is responsible for transport)

7.2 DELIVERABLES

7.2.1 The acceptance procedures that apply to the articles and services in the Schedule of Requirements are set out in Appendix 3 of Annex A to the Contract (ITEAP).

7.2.2 The articles and services are required to be provided in accordance with the timescales detailed in the Schedule of Requirements and Annex X to the Contract Conditions.

7.2.3 The Contractor shall inform the Authority as soon as he becomes aware of any event or reasons likely to result in failure to meet the delivery of any articles or services detailed in the Schedule of Requirements or at Annex X to the Contract Conditions.

7.2.4 The Contractor shall pack the articles to be delivered as detailed in the Schedule of Requirements or Annex X to the Contract Conditions in accordance with the terms of the Contract and if no specific terms are agreed, the contractor shall pack the articles to such standard as may be reasonable to protect the articles from the normal hazards of transport to the point of delivery.

7.2.5 Unless otherwise provided for in the Contract, all containers (including packing cases and boxes) used by the Contractor shall be non-returnable and included in the Contract price.

7.3 FITNESS FOR PURPOSE

7.3.1 For the purpose of Section 14(3) of the Sale of Goods Act 1979 (as amended) and the Condition regarding Fitness for Purpose which is implied by that section within this Contract, the Parties agree that in relation to any Deliverable to be provided under this Contract, a Deliverable will be deemed fit for purpose if:

- a) It meets the requirements for Design Acceptance and is delivered and accepted in accordance with the agreed acceptance process;

- b) It complies with all applicable laws and standards;
- c) It is suitable for the incorporation or installation of any Government Furnished Assets as defined in Annex K with effect from the Contract Effective Date;
- d) The Deliverable is a part or spare or other component where the incorporation of that part or spare or component does not prevent any other Deliverable meeting the requirements of 7.3.1.A, 7.3.1.B, or 7.3.1.C above.

7.4 FORCE MAJEURE

7.4.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

- 7.4.1.1 Extreme acts of nature;
- 7.4.1.2 War;
- 7.4.1.3 Hostilities.

7.4.2 The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event. including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

7.4.3 The Contractor and Authority shall meet to discuss the effects and agree appropriate action at a location most advantageous to achieving the timeliest solution.

7.4.4 The Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

7.5 EXTENSION OF TIME

7.5.1 Subject to Clause 3.5 the Contractor may be entitled to an extension of time to the delivery schedule in Annex X to the Contract Conditions on a fair and reasonable basis in the event of a material delay as a direct result of the following causes, namely:

- a) a delay in the supply of Government Furnished Assets under Contract Clause 6.2 (Supply of Government Furnished Assets);
- b) any other act or default on the part of the Authority or of the servants or agents of the Authority or other contractors the Authority has employed on contracts, the performance of which is directly related to and in support of the Contract.

7.5.2 In the event that the Contractor considers itself entitled to an extension to the delivery schedule in Annex X to the Contract Conditions the Contractor shall:

- a) within 10 (ten) business days of becoming aware of the event or circumstance, notify in writing the Authority's Commercial Manager describing the event or circumstance;

- b) within a further 10 (ten) business days, or such other period as the Parties agree, submit full supporting particulars for the claim including all records, rates, programmes, including evidence of the criticality of the delay by reference to the current programme and a revised programme taking into account the extension of time claimed and other information necessary or which the Authority or the Authority's Commercial Manager may reasonably require to substantiate the Contractor's claims under this Clause 7.5 (Extension of Time); and
- c) At the same time as providing the information above demonstrate to the Authority that:
 - I. the relevant event listed in Clauses 7.5.1.A to 7.5.1.B was the direct cause of the delay;
 - II. the Contractor has taken all reasonable and practicable steps (without incurring substantial additional expenditure) to prevent or minimise such delay, and has continued to perform the balance of its obligations which were unaffected by the delay and used all reasonable endeavours to resume full performance of its obligations as soon as reasonably practicable;
 - III. the delay could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with Good Industry Practice.
 - IV. the delay has not been caused by or contributed to by the negligence of the Contractor or a breach by the Contractor of its obligations under this Contract; and
 - V. the affected activity is on the critical path.

7.5.3 In the event that the Contractor fails to give notice of a claim (including providing full supporting particulars of such claim in accordance with Clause 7.5.2.B and 7.6.2.C within an additional period of 10 (ten) business days over and above 7.5.2.A, or such other period as the Parties agree, the delivery dates at Appendix 1 to the Schedule of Requirements shall not be extended, and the Contractor shall not be entitled to claim additional costs in accordance with Clause 7.5.7 and the Authority shall be discharged from all liability in connection with the claim.

7.5.4 Where the Contractor claims an extension of time under this Clause 7.5 (Extension of Time) and/or additional costs under Clause 7.5.7 the Authority's Commercial Manager shall within a reasonable time following receipt of the Contractor's notice under Clause 7.5.2 and/or Clause 7.5.7 (as the case may be) first consider (in his sole discretion) whether to implement a Contract change in order to vary the delivery date which is the subject of the Contractor's claim under this Clause 7.5 (Extension of Time).

7.5.5 In the event that the Authority's Commercial Manager decides not to implement a Contract change in accordance with Clause 2.15 – Contract Change Procedure, he shall consult with the Contractor in an endeavour to reach agreement as to whether or not the event or circumstance is described in Clauses 7.5.1.A to 7.5.1.B and the extent of any extension of time and/or additional cost (if applicable). If agreement is not reached within a reasonable time, the Authority's Commercial Manager shall, except in relation to a

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disagreement in respect of any additional costs claimed by the Contractor, make a determination on a fair and reasonable basis and within a reasonable time taking due regard of all relevant circumstances. The Authority's Commercial Manager shall provide notice to the Contractor of such agreement or determination with supporting particulars. In the event of a disagreement only in respect of additional costs, the matter shall be resolved in accordance with Clause 2.14.

7.5.6 Notwithstanding that the Contractor has not provided notice or supporting particulars as required under this Clause 7.5, the Authority may in its absolute discretion award a fair and reasonable extension of time to the delivery dates.

7.5.7 Where the Contractor is granted an extension of time to the delivery dates as a result of an event described in Clauses 7.5.1.A or 7.5.1.B (as the case may be) and the Contractor has incurred additional costs as a direct result of such event, the Contractor shall, except and to the extent that the same is addressed in a Change pursuant to Clause 2.15 (Contract Change Procedure) and subject to the requirements of Clause 7.5, be entitled to claim for their costs in addition to the Contract price provided that all such costs have been reasonably and properly incurred as a direct consequence of the event described in Clauses 7.5.1.A to 7.5.1.B (as the case may be). Details of any such additional costs claimed by the Contractor shall be included in the notice provided by the Contractor under Clause 7.5.2.B.

7.5.8 In respect of any costs in addition to the Contract price claimed by the Contractor in accordance with Clause 7.5.7, the Contractor shall comply with the requirements of open book accounting set out in Clause 4.7 (Open Book Accounting) and the following pricing principles in respect of the pricing of any such costs:

- a) the rates used for the pricing of any additional costs shall be the rates set out in Appendix 1 to Annex O;
- b) the profit rate shall be no greater than the profit rate which would be available under the Defence Reform Act 2014;
- c) there will be no tiering of risk or profit within the Contractor's organisation such that the risk premium in respect of a risk and/or a margin in respect of a purchased item will only be imposed once and the Contractor shall minimise the tiering of risk or profit in respect of any other subcontract of any tier.

7.6 TRANSPORT

7.6.1 The Contractor is responsible for all transport associated with initial delivery and set-up, delivery of the requirement itself and the timely removal of the requirement from Kenya at contract expiration.

7.7 PERFORMANCE INDICATORS (PIs)

7.7.1 The Contractor shall meet all of the stated PIs outlined in Annex C to Contract Conditions.

7.7.2 Performance against the PIs should be captured and fed back to the Authority in accordance with Annex C to the Contract Conditions.

7.7.3 It is a fundamental condition of this Contract that the contractual PI requirements are met in full. Prior to authorisation of payment in respect of each CTEE, the Authority will review the Contractor's Management Information Schedule (Annex D) to ensure satisfactory performance against the PI requirements.

7.7.4 If the Contractor fails to meet the agreed PI, the Authority shall be entitled to reduce the total payment value in accordance with the Performance Deductions detailed at Annex C to the Contract Conditions.

7.7.5 The Contractor shall maintain records that should be identified with each payment claim and subject to audit by the Authority.

7.8 ACCEPTANCE

7.8.1

For the purposes of this Contract 'acceptance' will be defined as confirmation and approval of the Milestone by the Authority, as outlined in Annex W to Contract Conditions.

8 PAYMENTS/RECEIPTS

8.1 DEFCONS

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

DEFCON 513 (Edn. 11/16) – Value Added Tax

DEFCON 522 (Edn. 11/17) – Payment and Recovery of Sums Due

DEFCON 534 (Edn. 06/17) – Subcontracting and Prompt Payment

8.2 PAYMENT

8.2.1 Payment for Milestones, as detailed at Annex W, will be made upon achievement of each relevant Milestone. Claims for payment shall be submitted to the Authority via Contract Purchasing and Finance (CP&F) and will be authorised providing they have been completed in accordance with the acceptance criteria detailed at Annex W.

8.2.2 Payment for costs incurred due to changes or cancellation of a scheduled CTEE, as set out in Clause 4.10 and 4.11, is expected to be limited to travel and subsistence, and the Contractor shall provide evidence to the Authority of all costs being claimed.

9 CONTRACT ADMINISTRATION

9.1 DEFCONS

DEFCON 604 (Edn. 06/14) – Progress Reports

DEFCON 609 (Edn. 08/18) – Contractor's Records

DEFCON 642 (Edn. 06/14) – Progress Meetings

9.2 MANAGEMENT INFORMATION SCHEDULE

9.2.1 For the purposes of the Contract, the frequency of progress reports, included in the Management Information Schedule (Annex D), shall be no later than thirty (30) days following completion of each CTEE and be submitted to the Authority's PM (Box 2, DEFFORM 111 attached). For the duration between Contract award and achieving FOC the Contractor should provide as a minimum a bi-weekly e-mail summarising progress against

PMP, any fundamental changes or identified risk also to the Authority's PM (Box 2, DEFFORM 111 attached).

9.3 PROGRESS MEETINGS

9.3.1 The Contractor shall distribute the Bi-annual Progress Reports (BPR) to Bi-annual Progress Meeting (BPM) attendees to arrive at least ten (10) Business Days prior to the BPM.

9.3.2 Other meetings are to be held at a convenient and mutually agreed time and location in association with the requirement.

9.4 GOVERNANCE

9.4.1 The Authority and the Contractor shall both appoint a Project Manager who shall have overall responsibility for the delivery, management and oversight of the TESIK Requirement. Details of the Authority's Project Manager can be found in Box 2 of DEFFORM 111 attached.

9.4.2 The Contractor's in country Liaison Officer as specified at Appendix 1 to Annex A to the Contract shall be responsible for the day to day delivery and management of the TESIK Requirement raising any issues to the personnel identified in Clause 9.4.1.

9.5 EARNED VALUE MANAGEMENT SYSTEM (EVMS)

9.5.1 The Contractor shall implement and maintain an Earned Value Management System (EVMS) to be used in the management of the Contract in accordance with the Statement of Requirement (Annex A to the Contract). The EVMS for this Contract shall comply with the Association of Project Management (APM) EVM Guide for the UK, and compliance shall be maintained for the duration of the contract.

9.5.2 The Contractor shall make available to the Authority the reports in accordance with the EVMS Plan. The reports shall be made available to the Authority on a monthly basis and report current and cumulative project status information to at least level 3 of the Contract Work Breakdown Structure (CWBS).

9.5.3 The Contractor shall report all variances down to level 3 of the CWBS which exceed the thresholds agreed between the Contractor and Authority. Reports on variances shall clearly state:

- a) The cause of the variance and the potential impact of the variance on the overall project cost and schedule.
- b) All corrective actions taken and scheduled to mitigate the variance.
- c) State the new risks associated with this course of action that have been identified.

9.6 PUBLICITY

9.6.1 The Contractor shall not issue or otherwise publish any publicity or advertising material or provide any information to journalists concerning this Contract without the Authority's express consent.

9.7 RELATIONSHIP MANAGEMENT PLAN

The Contractor and the Authority shall maintain the Relationship Management Plan, at Annex S to the Contract, throughout the duration of the Contract, and this shall be reviewed at six (6) monthly intervals in order to improve the relationship wherever possible. The outcome of the measurements and the steps taken for improvement will be subject to independent assurance from outside of the project.

9.8 TUPE

9.8.1 The Contractor will provide to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination of the Contract in accordance with the requirements within Annex U.

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Hamish Wyper

Address:

#3260 Cedar 2B
MOD Abbey Wood South
Bristol
BS34 8JH

Email: hamish.wyper320@mod.gov.uk

☎ 030 679 85248

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

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

Name: Mike Turner

Address:

#3260 Cedar 2B
MOD Abbey Wood South
Bristol
BS34 8JH

Email: Mike.turner140@mod.gov.uk

☎ 030 679 80701

9. Consignment Instructions

The items are to be consigned as follows:

Training Simulation System Programme (TSSP)

#3260 Cedar 2B
MOD Abbey Wood South
Bristol
BS34 8JH

3. Packaging Design Authority

Organisation & point of contact:

N/A

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

☎ N/A

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

Branch/Name: N/A

☎ N/A

(b) U.I.N. N/A

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 No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

5. Drawings/Specifications are available from

N/A

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. Intentionally Blank

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:

Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

STSP QA

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** 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 Internet site requests should be submitted through the Commercial Officer named in Section 1.