



Ministry of Defence

Strategic Command

Defence Digital

Tactical Systems Service Executive (TacSys SE)

Contract No 708085450

for

The Provision of in-service Support for Gentex Headsets

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

And

Helmet Integrated Systems Ltd (Trading as Gentex Europe)

Team Name:

Tactical Systems SE
Defence Digital Commercial

Address:

Ministry of Defence
Ash 0A, #3008,
MOD AbbeyWood,
Bristol
BS34 8JH

Email address:

Redacted

Telephone No:

redacted

Contractor Name:

Helmet Integrated Systems Ltd (Trading as
Gentex Europe)

Address:

Unit 3, Focus 4
Fourth Avenue
Letchwood Garden City
Hertfordshire
SG6 2TU

Email address:

Redacted

Telephone No:

Redacted

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	Means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Counterfeit Materiel	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none"> a. misleading marking of the materiel, labelling or packaging; b. misleading documentation; or c. any other means, including failing to disclose information; <p>except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);

- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.kid.mod.uk/
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk/ ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ol style="list-style-type: none"> 1. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or 2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or

substances and each material or substance that may be so released;

Independent Verification

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2017 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

NOTE: "ISO Guide 65:1996 (EN 45011:1998) has been superseded by IEC 17065.

Information

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

Issued Property

means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative;

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain.;

Military Packager Approval Scheme (MPAS)

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).;

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

Mixture

means a mixture or solution composed of two or more substances;

MPAS Registered Organisation

is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

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

Overseas

shall mean non UK or foreign;

Packaging	Verb. The operations involved in the preparation of material for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3.;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1).;
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor’s Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the

Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice

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

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract under the Contract shall conform in all respects with the Specification;

STANAG 4329

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

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Substance

means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Timber and Wood-Derived Products

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

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

**Annex A to Schedule 1 – Additional Definitions of Contract . Conditions 45 - 47
(Additional Conditions)**

Not Used

Schedule 2 - Schedule of Requirements for Contract No: **708085450****For the Provision of in-service support for Gentex Headsets**

Contractor Deliverables							
Item number	Part No.	Specification	Consignee Address (full address is detailed in Schedule 3, condition 28b)	Packaging Requirements	Delivery Date	Total Qty	Price (ex VAT)
1	n/a	Perform core contract activities iaw Schedule 14.	n/a	n/a	iaw Schedule 12	n/a	Redacted
2	n/a	Supply of spares	n/a	n/a	Lead times iaw with Schedule 16	n/a	Pricing iaw schedule 16

Schedule 3 Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be 31 December 2024
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> <input type="checkbox"/> Clause 4.d shall apply Solicitors or other persons based in England and Wales irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
Condition 7 – Authority’s Representative: The Authority’s Representatives for the Contract are as follows: Commercial: Redacted 74 (as per DEFFORM 111) Project Manager: Redacted (as per DEFFORM 111)
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: TacSys Service Executive (SE) Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH Contractor: Perrywood Business Park, 1 Honeycrook Lane, Redhill, RH1 5DZ Notices can be sent by electronic mail? Error! Bookmark not defined.
Clause 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: <ul style="list-style-type: none"> • Contract Kick-Off Meeting will be held no later than 10 working days after the Contract Award. • Quarterly Progress Meetings
Clause 19.b – Progress Reports: The Contractor is required to submit the following Reports: <ul style="list-style-type: none"> (i) Quarterly Progress Reports (QPR); (ii) Quality Management Plan (QMP); (iii) Monthly Reports, comprising a Financial Report and Joint Action Log; and (iv) Configuration Management Plan, to be provided as part of the QPR and QMP. Reports shall be delivered to the following address: TacSys Service Executive (SE) Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH

Or electronically to the PM (as per DEFFORM 111)

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? No ☐ (*tick as appropriate*)

If yes:

A Deliverable Quality Plan is required In accordance with DEFCON 602A (SC2) ☐ or

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DECON 602C (SC2) ☒

If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within 10 (ten) Business Days of Contract Award.

Other Quality Assurance Requirements:

A QMP shall be managed in accordance with:

AQAP 2105 – “NATO requirements for deliverable Quality Plan” that addresses the requirements of the following:

AQAP 2110 – “NATO Quality Assurance (QA) requirements for Design, Development and Production”.

QMP should focus on processes in place for QA.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Official; and

Official Sensitive.

Condition 24 – Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative – UKStratCom DD-CM-MT-CO-12 (as per DEFFORM 111)
- b) Defence Safety Authority _DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.

Condition 25 – Timber and Wood-Derived Products

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered no later than one (1) month prior to the Delivery Date for the Contractor Deliverable.

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒

Applicable to Line Items: Schedule 14, WP 1.9

If required, does the Contractor Deliverables require traceability throughout the supply chain? ☐

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

The items listed at 1.1 of Schedule 2 are to be Delivered by the Contractor to the following address:

DELIVERY ADDRESS

For documentation:

REDACTEDTacSys Service Executive (SE)
Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH

Special Delivery Instructions:

Anticipated Deliveries to be made to the depot via MoD Courier.

For equipment:

FOA Redacted

FMT Hangar B2

St George's Barracks

Bicester

OX25 1PP

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c – Collection by the Authority:

The following Line Items are to be Collected by the Authority:

n/a

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c (4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with Condition 22):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

n/a

Termination**Condition 42 – Termination for Convenience**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information *(forms and publications addresses and official use information)*

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer:

UKStratCom DD-CM-MT-CO-74

Address: TacSys SE, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH

Email: Redacted

☎ Redacted

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)

Neil Harness UKStratCom DD-IES-TS-REQ11-C

Email: Redacted

9. Consignment Instructions:

The items are to be consigned as follows:

n/a

3. Packaging Design Authority:

Organisation and point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

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

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from:

With Supplier

1. Intentionally Left Blank**2. Quality Assurance Representative:**

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

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

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>

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

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/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.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d)
for Contract No: **708085450**

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; or
 - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:
- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties may agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
 - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined In accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

The Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification In accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal;
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition (Formal Amendments to the Contract), whereupon the Contractor

shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or

b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of change (in which case such notice of change shall have no further effect).

12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.

13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s) , they shall serve a Contractor Change Proposal on the Authority. Such Proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clause 8 to 13 (inclusive).

Schedule 5 - Contractor's Sensitive Information (i.a.w. Condition 12) for Contract No: 708085450**DEFFORM 539A
Edn 01/22**

Tenderer's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

CONTRACT NO: 708085450
Description of Contractor's Sensitive Information: Enclosure 10 - Gentex Tac Sys Pricing 700005439 UCR ER 1063
Cross Reference(s) to location of sensitive information: Enclosure 10 of Tender Bid
Explanation of Sensitivity: The pricing document listed contain a range of proprietary and confidential information critical to Gentex's competitive advantage.
Details of potential harm resulting from disclosure: Releasing sensitive product information to a competitor poses a significant threat to a company's competitive advantage and overall market position. Ultimately, the potential harm extends beyond immediate financial repercussions, impacting a company's long-term viability and ability to maintain a distinctive edge in the marketplace.
Period of Confidence (if applicable): 5 Years
Contact Details for Transparency / Freedom of Information matters: Name: Redacted Position: PDSO Address: Gentex Europe, Unit 3, Focus 4, Fourth Avenue, Letchworth, Herts, SG6 2TU

Schedule 6 – Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 708085450

Contract No: 708085450

Contract Title: Provision of in-service Support for Gentex Headsets

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied. ☐; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24. ☒

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract: Data Requirements for Contract No: 708085450

The following information is provided in respect of Condition 25 (Timber and Wood – Derived Products):

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

Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: 708085450

Not used.

Schedule 9 –Key Performance Indicators for Contract No: 708085450

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comment
1. Item 1 Delivery on Time - The Contractor is to meet the agreed lead times for Item 2, Table 1, Schedule 2 (Schedule of Requirements) to the Contract.	Good:	Monthly & Quarterly				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

Annex A to Schedule 9 for Contract No: 708085450**KEY PERFORMANCE INDICATORS****Introduction**

1. The Contractor's performance shall be monitored against the Key Performance Indicators contained in this Annex. The Contractor's achieved level of performance against the KPI shall:
 - a. Determine the level of payment to be made against Schedule 2, Table 1, Item Number 2.

KPI Reporting & Performance Review

2. In accordance with the Statement of Requirement at Annex A to the Contract, the Contractor submits a Quarterly Progress Report (QPR) to the Authority with appropriate information to monitor the KPI's and progress of the project. The QPR shall be used to:
 - a. Determine the level of performance against KPI 1 for demand satisfaction rate of spares required.

Assessment of KPI's

3. This KPI will be scored either GREEN, AMBER or RED in descending order.
4. If the Contractor fails to provide a complete KPI report within the timescale required, the KPI shall be scored AMBER for that Reporting Period.
5. If any KPI is scored AMBER or RED the Contractor shall provide in the KPI Report a summary of the reasons for this score and the actions being taken to resolve this.
6. If a KPI is scored RED in any three (3) Reporting Periods within six (6) rolling Reporting Periods, the Contractor shall issue to the Authority a Recovery Plan. Until the Contractor has implemented all aspects of the Recovery Plan to the Authority's satisfaction, the affected KPI(s) shall be scored RED. Once the score has returned to Green the contractor shall be paid 80% of the value retained.
7. Any claim for alleviation against KPI performance, and any associated available information, must be submitted to the Authority's Project and Commercial Managers as soon as possible to which it relates and shall be reviewed by the Authority at the earliest opportunity. The Contractor shall not be permitted to retrospectively submit information for KPI alleviations after the Contract month or quarter. The Authority shall then either authorise alleviation against KPI performance, include the incident in the KPI calculation or where there is insufficient information to reach a conclusion, discount the incident from KPI calculations until there is sufficient information to sentence the incident.
8. On occasions where large order promises may need to be split over a number of months due to the Contractors manufacturing capacity, they may be reviewed on a case-by-case basis at request of the Contractor and to the discretion of the Authority.

In Service Support

9. In the event that the Contractor achieves a Green Performance Indicator for KPI 1 in a Contract quarter, then the Authority shall classify the Contractor as performing against the KPI and the Authority's Commercial Branch shall authorise payment in accordance with the sliding scale for that KPI..
10. In the event that the Contractor achieves either a red or amber Performance Indicator for KPI 1 in a Contract quarter, then the Authority shall classify the Contractor as underperforming against the KPI for that Contract quarter and shall retain a level of payment as identified in the Performance Table for the KPI.

KPI Strategic Review and Strategic Performance Reviews

11. For the first two Quarterly Project Review Meetings following the commencement of the contract, the KPI model shall be reviewed and where appropriate may be amended by mutual agreement. For the avoidance of doubt, the KPI Model & KPI shall not be altered after this point unless by exception and only with the approval of the Authority.

Key Performance Indicator	
<i>KPI Number</i>	1
Service Area	In Service Support
KPI Descriptor	Schedule Adherence for supply of spares for 1st/2nd line maintenance/Repairs (Schedule 2, Table 1, Item Number 2)
Incidence Measure	Achievement of an 85% (More than 10 deliveries in the quarter) or 70% (Less than 10 deliveries in the quarter) or higher Demand Satisfaction figure
	<p>This KPI shall measure the Contractor's performance against Demand Satisfaction for Schedule 2, Table 1, Item Number 2. The Contractor shall deliver spares in accordance with Condition 28 to the Terms and Conditions. The Authority shall monitor the Contractor's performance against the Contractor's delivery promises in each quarter. An agreed delivery for spares is a delivery where the Product lead times (PLTs) are adhered to and the item is accepted by the Authority.</p> <p>The level of Demand Satisfaction shall be measured using the following formula:</p> $\frac{\text{Number of agreed delivery promises achieved within the Contract Quarter}}{\text{Number of agreed deliveries within the delivery profile in the Contract Quarter}} \times 100 = X\%$ <p>In each Contract Quarter the Contractor's level of performance will be measured by the Authority using data maintained by the Contractor submitted in the monthly progress reports in the Contract Quarter. The performance will be calculated using the bandings set out in the performance table below. Any retention of payment in line with KPI 1 will be taken from the quarterly payment detailed in Schedule 12, Tech Support. This payment shall be calculated on the sliding scale below rounded to the nearest whole percent using the Demand Satisfaction Rate percentage actually achieved. For example</p> <ul style="list-style-type: none"> Where the Contractor achieves 84.8% Demand Satisfaction Rate, the Contractor shall have achieved a Demand Satisfaction Rate of 85%. Where the Contractor achieves 84.3% Demand Satisfaction Rate, the Contractor shall have achieved a Demand Satisfaction Rate of 84%. <p><i>Delivery promises will constitute individual orders placed by the Authority. Therefore, a single order of quantity 10 of the same spare/item will constitute 1</i></p>

OFFICIAL-SENSITIVE
OFFICIAL-SENSITIVE-COMMERCIAL

	<p><i>delivery promise. Number of agreed delivery promises achieved within the Contract Quarter: 50</i></p> <p><i>Divided by the</i></p> <p><i>Number of agreed deliveries within the delivery profile in the Contract Quarter: 50</i></p> <p><i>Multiplied by 100= 100%</i></p> <p><i>Performance: Green – 100% of Tech Support quarterly payment is due</i></p> <p><i>Number of agreed delivery promises achieved within the Contract Quarter: 50</i></p> <p><i>divided by the</i></p> <p><i>Number of agreed deliveries within the delivery profile in the Contract Quarter: 60</i></p> <p><i>Multiplied by 100= 83%</i></p> <p><i>Performance: Amber – 94% of Tech Support quarterly payment is due.</i></p>
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Who Reports?	The Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Retention Attribution	In accordance with the Performance Table below.

Performance Table 1 - More than 10 items deliveries in the Quarter

Band	Demand satisfaction Achieved in Contract Quarter - %	% of Tech Support payment due
Green	85 and above	100
Amber	80-84	94
Red	75-79	92
Red	Under 75	80

Performance Table 2 - Less than 10 deliveries in the Quarter

Band	Demand satisfaction Achieved in Contract Quarter - %	% of Tech Support payment due
Green	70 and above	100
Amber	50-69	90
Red	Under 50	80

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract
No: 708085450**

Ministry of Defence
**DEFFORM 711 – NOTIFICATION OF INTELLECTUAL
PROPERTY RIGHTS (IPR) RESTRICTIONS**

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>					
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>	
1	Qualification Test Report QR101153	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	
2	Noise Attenuation to BS EN 352 (Without NFMI Ear Plugs) Test Report Q4977A.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	
3	Noise Attenuation to BS EN 352 (With NFMI Ear Plugs) Test Report Q4979A.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	
4	AMP Assy Kit Drawing and BOM - 101153-10801- 5.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	
5	Boom Mic Drawing and BOM - 101156-10802-3.	Boom Mic	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	
6	PS101153 - Production Specification AMP Headset	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	
7	PS101156-18374-3 - Product Specification Boom Mic.	Boom Mic	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation	

8.	Qualification Test Report QR101156.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation
9.	Rep 007 - Effect of Fuel and Lubricants on Groundcrew Headset System.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation
10	TRA-56323-33-00B - Explosive Atmosphere test report.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation
11.	Rep008 – Cold Temperature Test	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation
12.	Alpha Tech 104538 – Humidity	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation
13.	TRA-055591-37-00B Issue 2 - EMC Test report	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation
14.	GE17042022 - Gentex Europe Report - on EMC Testing of AMP Communications Headset.	AMP Headset	Not to be shared without prior agreement of Gentex Corporation	Gentex Corporation

Please continue on additional sheets where necessary.

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

(File “20231215 - 708085450 Schedule 10, Annex A”) - Redacted

Schedule 11 – Security Aspects Letter (SAL) for Contract No: 708085450

Date of Issue: 18/12/2023

For the attention of:

Helmet Integrated Systems Ltd (Trading as Gentex Europe)
Unit 3, Focus 4
Fourth Avenue
Letchwood Garden City
Hertfordshire
SG6 2TU

Strategic Command
TacSys
Defence Digital
Abbey Wood South
#3008 Ash Level 0a
MoD Abbey Wood
Bristol
BS34 8JH

Telephone: +44 (0) 300 151 1412

E-mail: UKStratComDD-IES-BC-SecArch3-C@mod.gov.uk

CONTRACT NUMBER & TITLE: 708085450

Provision of in-service Support for Gentex Headsets

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of the DEFCON 659A Security Clause and OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (Annex C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

OPERATIONAL ASPECTS	CLASSIFICATION
Existence of project	OFFICIAL
Codename	OFFICIAL
Meaning of Codename	OFFICIAL
Operational Concept	OFFICIAL-SENSITIVE
Value of project to UK operational capability	SECRET
Association with other systems (proposed or existing)	OFFICIAL-SENSITIVE
Nominal performance objectives and associated information	OFFICIAL-SENSITIVE
Required In-Service date	OFFICIAL-SENSITIVE
Equipment publications	OFFICIAL-SENSITIVE

OFFICIAL-SENSITIVE
OFFICIAL - SENSITIVE – COMMERCIAL

ECM scenario	SECRET
BattleBox PAMS data	OFFICIAL-SENSITIVE
TECHNICAL ASPECTS	CLASSIFICATION
Drawings, Sketches and photographs (if they do not give SECRET Information on performance or performance objectives)	OFFICIAL-SENSITIVE
BattleBox PAMS data	OFFICIAL-SENSITIVE
PROCUREMENT ASPECTS	CLASSIFICATION
Estimated development costs	OFFICIAL
Estimated unit costs	OFFICIAL
Number of equipment(s) required for full scale production	OFFICIAL-SENSITIVE
Details of deliveries to Service Units	OFFICIAL-SENSITIVE
Degree of protection in storage / transport (less crypto)	OFFICIAL-SENSITIVE

(Note: Add more rows as required)

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or

communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Kevin Hampton

Copy via email to:

[ISAC-Group \(MULTIUSER\)](#)

[SPO DSR-IIPCSy \(MULTIUSER\)](#)

[ISS Des-DAIS-SRAAcc4-IA](#)

ANNEX C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: SPODSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 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.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to 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 classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. 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 must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material 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 their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK 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>

Details of the CPA scheme are available at:

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

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it 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 require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

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

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

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

23. As a general 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.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK 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 are to 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 are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only 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 paragraph 16 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,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must 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 must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and 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 are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will 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”

i. 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.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” 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).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “*drives*” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. 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.

28. Portable CIS devices holding the Authorities’ data 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.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information

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

security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

JSyCC WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

JSyCC Out of hours Duty Officer: +44 (0) 7768 558863

Mail: JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS 007 Security 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/710891/2018 May Contractual process.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 31 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must 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 UK Government.

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, 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 UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

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

Audit

38. 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 Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Schedule 12
Milestone Payment Plan

Milestone	Description	Start	Finish	Value (Ex VAT)	Total
1	2024 Quarter 2 Reporting	01/04/2024	30/06/2024	Redacted	Redacted
	2024 Quarter 2 Technical Support	01/04/2024	30/06/2024	Redacted	
2	2024 Quarter 3 Reporting	01/07/2024	30/09/2024	Redacted	Redacted
	2024 Quarter 3 Technical Support	01/07/2024	30/09/2024	Redacted	
3	2024 Quarter 4 Reporting	01/10/2024	31/12/2024	Redacted	Redacted
	2024 Quarter 4 Technical Support	01/10/2024	31/12/2024	Redacted	

Description	Value (Ex VAT)	Expected Delivery
Train The Trainer Course	Redacted	1/4/2024

Schedule 13

TASKING AUTHORISATION FORM (TAF)

TASKING FORM 1 - NOTIFICATION OF TASK

To:	From:	Date:
	Originator:	
	Email	Tel
Task Reference No:		

1. The Authority has a requirement for the following Task:

Contract No: 708085450	Priority (<i>High/Medium/Low</i>):
---------------------------	--

EQUIPMENT:	SERIAL No. / VRN:	NSN:
TASK LOCATION:	LOCATION P.O.C.	LOCATION CONTACT TEL:
TASK CATEGORY:		
TYPE OF TASK:		
REQUIREMENT:		
Task Analysis (<i>what is the task for</i>) New Maintain Improve		Task Scope (<i>what is the task affecting</i>) Product Service System
Task Benefit (what is the expected benefit(s) of the DS) Capability Maintainability Availability Usability Efficiency Interoperability Reduced R&O Reduced Equipment Holding Reduced Cost of Ownership		
FORMAL REPORT REQUIRED (<i>Yes/No</i>):		OUT OF HOURS WORKING (<i>Yes/No</i>):
REQUESTED START DATE:		REQUIRED COMPLETION DATE:

2. The Contractor is requested to assess this task requirement and submit a TASKING FORM 2 with a FIRM PRICE quotation, to the originator of this task. A **full breakdown** of the quoted firm price with evidence is to be submitted to the Commercial Officer in accordance with Contract Condition 29. As a minimum these are:

1. Details of work to be undertaken
2. Number of hours required to complete task.
3. Details of team member(s) to be employed (inc. suitability and experience)
4. Anticipated duration of task
5. Target completion date, related to the Task Start Date
6. Sub-contractor costs – substantiated by evidence

7. Profit
8. Travel and subsistence to be incurred
9. Completion / acceptance criteria
10. Details of deliverables and any dependencies
11. Risks (if any)
12. Impact upon JCRVT contract BATCM/0272
13. A firm price quotation together with a detailed breakdown of how the price has been calculated, with the price to be agreed with DEFCON 127
14. The limit of liability (if any), agreed in accordance with DEFCON

14.

Initiated By: Post Title: Name: Date:	Signed:
Commercial Endorsement By: Post Title: Name: Date:	Signed:

**Schedule 13 to Contract 708085450
TASKING AUTHORISATION FORM (TAF)**

TASKING FORM 2 – ACKNOWLEDGEMENT OF TASK / FIRM PRICE QUOTATION

To:	From:	Date:
	Originator:	
	Email:	Tel:
Task Reference No:		

1. The Contractor acknowledges this task and has assigned the following reference number :.....

Contractor Reference No:

2. A time/cost quotation is attached for this task.
3. This is a **FIRM PRICE** and is to the value of £
4. This quotation is valid fordays.
5. The Contractor requested Start Date is:/...../.....
The Contractor predicted Completion Date is:/...../.....
6. Details of the work to be undertaken are detailed below:

Name:	Signed:
Post Title:	The Contractor
Date:	

TASKING AUTHORISATION FORM (TAF)

TASKING FORM 3 - APPROVAL TO PROCEED / CANCELLATION

To:	From:	Date:
	Originator:	
	Email:	Tel:
Task Reference No:		
Contractor Reference No:		

1. The Authority has assessed the firm price quotation detailed in Tasking Form 2 and accepts the **FIRM PRICE** of £
- 2.* The Contractor is hereby authorised to proceed with this task in accordance with the agreed time scales.
- 2.* The Authority hereby instructs the Contractor to cease all work as defined in Tasking Form 2 for the above reference numbers. Please submit a firm price quotation for all work actually carried out under this task, for subsequent consideration by the Authority as full and final payment against this task.

<u>In-Service Support Team</u>	
<u>Endorsement:</u>	
Name:	Signed:
Post Title:	Date:
<u>Commercial Branch</u>	
<u>Authorisation:</u>	
Name:	Signed:
Post Title:	Date:

TASKING AUTHORISATION FORM (TAF)

TASKING FORM 4 – COMPLETION OF TASK

To:	From:	Date:
	Originator:	
	Email:	Tel:
Reference No:		
Contractor Reference No:		

1. The Contractor herewith confirms completion of the above referenced task.
2. Report Reference No. is attached, detailing the required deliverables.
3. The Authority is requested to confirm that this task has been completed to its satisfaction.

Name:	Signed:
Post Title:	Date:

To:	From:	Date:
	Originator:	
	Email:	Tel:
Reference No:		
Contractor Reference No:		

4. XXX confirms completion of this task. The Contractor may submit an invoice for payment in accordance with the provisions of Contract 708085450.

Name:

Signed:

Post Title:

Date:

- - - - - **End** - - - - -

Schedule 13 – Annex A

Agreed labour rates for Additional Tasking

Table 1

Description	2024
Quality (per hour)	Redacted
Engineering (per hour)	Redacted
Production (per hour)	Redacted
Subsistence (per night)	Redacted
Motor Mileage (per Mile)	Redacted

Schedule 14 – Statement of Requirements (SOR)

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STATEMENT OF WORK INTRODUCTION.....	
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QUALITY MANAGEMENT.....	
MASTER DATA PACK (MDP).....	
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TRAINING.....	
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STATEMENT OF WORK INTRODUCTION

1. This Statement of Work (SoW) outlines the TacSys Delivery Team's requirement for the Support of Contract No: 708085450, known from this point within this SOW as Urgent Capability Requirement (UCR) number ER1063: **(UCR ER1063)**
2. This SoW must be read in conjunction with the Terms and Conditions of Contract
3. In the main tables below, numbered items in the Deliverable, Acceptance Criteria and Delivery Date columns are linked. E.g. #1 in the Deliverable column should be delivered by the date against #1 in the Delivery Date column. If there is any conflict or confusion, please refer to the Authority for clarification and / or further guidance.
4. Unless otherwise stated, all document deliverables are to be submitted to the Authority no later than (nlt) 10 working days (wds) prior to the corresponding Meeting / Milestone. Following the Meeting / Milestone there will be a period of 5 wds for the Contractor to update documents (to include any required changes) and reissue.
5. All documents identified as deliverables are to be delivered in an electronically editable format that is compatible with both MS office suite and Office 365, unless otherwise agreed with the Authority. All documents shall be delivered to the Project Manager (PM) / Operations Manager (OM) and Commercial Officer as stated in the DEFFORM 111, and shall be issued in accordance with DEFCON 90 (Copyright) unless otherwise listed on a corresponding DEFFORM 315 (Contract Data Requirement) and covered under DEFCON 15 (Design Rights and Rights to Use Design information) or 16 (Repair and Maintenance Information).
6. For clarity, and for the purposes of this document, the reference of 'Contract Award' shall mean the Contract start date i.e., the date in which the Contract has been accepted by the Contractor (i.e., the date of the signature on the signed contract).

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
1				
1.1	Contract Kick-Off Meeting	Gentex Europe will provide secretarial services, an agenda and minutes for the Contract Kick-Off Meeting for the Contract which will be held no later than 10 working days after award of the contract.	Acceptance will be at the discretion of the Authority Project Manager.	No later than 10 working days after award of the contract.
1.2	Quarterly Progress Reports and Meetings	<ul style="list-style-type: none"> Gentex Europe will provide a Quarterly Progress Report no later than no later than 5 working days before the Quarterly Project Meeting. Forwarding the information at this point will ensure an accurate picture of performance over the reporting period is provided. Gentex Europe will provide secretarial services and minutes for the Quarterly Progress Meeting. Minutes will be issued to the Authority for review no later than 5 working days after the Quarterly Progress Meeting. Technology Watch Report - As the AMP Headset is a COTS solution, Gentex Europe will provide updates on Gentex product improvements but not monitor 3rd party products (WP 1.3, Deliverable sub-para m refers). 	Acceptance will be at the discretion of the Authority Project Manager.	No later than 5 working days from the end of the Quarter.
1.3	Monthly Report	Gentex Europe will provide a Monthly Report based on the GHCS 700005439 monthly dashboard. This information will	Acceptance will be at the discretion of the Authority Project Manager.	

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		be provided no later than 5 working days from the end of the calendar month. 1.2 The report will be produced no later than 5 working days from the end of the calendar month (rather than no later than 8 working days prior to the end of the month as detailed in the SOW) as it captures delivery information from the previous month. Reports produced before the end of the month would not give an accurate picture of performance over the period.		
1.4	SQEP Personnel.	<ul style="list-style-type: none"> • Gentex Europe will provide SQEP personnel for all aspects of the project delivery. • The named Project Manager is: REDACTED (PDSO) Mobile: REDACTED • Alternative Project Manager during times of absence REDACTED (Head of Support Services) Mobile: REDACTED • Gentex Europe will update the Authority of any change of Project Manager within 3 working days. • Gentex personnel do not hold Security Clearance (WP 1.5, Acceptance Criteria sub-para 1 refers). 	Acceptance will be at the discretion of the Authority Project Manager.	Authority to be notified within 3 working days of any changes.
1.5	Support Plans	Gentex Europe will produce an In-Service Support Plan for equipment supplied under UCR ER 1063 consisting of the documents detailed below no later than 30 working days after award of the contract:	Acceptance will be at the discretion of the Authority Project Manager.	30 working days after award of the contract

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		a. Technical Document Management Plan (TDMP) b. Packaging Handling, Storage and Transportation Plan (PHS&T) c. Reliability and Maintainability Plan (R&M Plan) d. Log Demo Plan e. Obsolescence Management Plan (OMP) f. Configuration Management Plan g. Disposal Management Plan (Contained within Environmental Equipment Plan)		
1.6	Obsolescence Monitoring and management	<p>Gentex Europe will perform monitoring of its equipment. When an order is received a check with the supplier is made as to whether the part/material is still available.</p> <p>Should a supplier notify Gentex Europe that a common part or material is being made obsolete or difficult to source, Gentex Europe will notify the Authority.</p> <p>An Obsolescence and Production Issues Log will be kept for the duration of the contract.</p>		Ongoing requirement to be updated when necessary
1.7	Risk Management	<p>The Gentex Europe Project Risk Management Plan details the way risks to the project will be captured, assessed and managed for the project.</p> <p>The Risk Log will be submitted no later than 10 working days after award of the contract.</p> <p>The capturing and management of risks to the project should be a joint enterprise between the Authority and Gentex Europe as much of the risk lies with one party but may greatly affect the risks held by the other.</p>	Acceptance will be at the discretion of the Authority Project Manager.	Within 10 working days after award of the contract.

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		The Project Risk Management Plan does not seek to manage risks to life (RtL). RtL risks are managed through the Safety Management Plan and the Hazard and Accident Log.		
1.8	Safety and Environmental Management	<p>1. Safety Case To align with the GHCS document set, Gentex Europe will produce a Safety Case Report (SCR) for the equipment to be supplied in accordance with DEF-STAN 00-56. The Safety Case Report will include evidence of safety features incorporated into the equipment.</p> <p>2. Equipment Environmental Protection Plan To align with the GHCS document set, Gentex Europe will produce an Equipment Environmental Protection Plan for the equipment to be supplied in accordance with DEF-STAN 00-051.</p> <p>3. Certificates of design The AMP Headset is CE certified – EU Type Examination Certificate No CE732116 Enclosure 3 refers.</p> <p>4. Compliant Material Safety Data Sheets Qty 2 Lithium AAA batteries are contained in the manufacturers packaging, it is the responsibility of the Authority to carry out risk assessments for the control, storage and disposal of the batteries. Energiser Safety Data Sheet (Enclosure 4) and Energiser 2020 Sustainability Report (Enclosure 5) are attached for reference. Alternative batteries may be used (ie Alkaline) with the AMP Headset, Gentex will not be responsible for the</p>	Acceptance will be at the discretion of the Authority Project Manager.	

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>provision of Safety Data Sheets for alternative MoD sourced batteries.</p> <p>5. Legislative Compliance Report The AMP Headset is complaint with the requirements of COSHH, REACH, RoHS regulations and is CE marked. This information will be captured in the Safety Case Report.</p> <p>6. Project Safety and Environmental Panels When tasked via a TAF, attendance of SQEP personnel at Safety and Environmental Panel Meetings will be provided.</p> <p>7. Safety Concerns Gentex Europe will notify the Authority of safety concerns or issues affecting the equipment by email in the first instance and following up with a formal report.</p>		
1.9	Quality Management	<p>Quality Management Gentex Europe will provide a Quality Management Plan IAW AQAP 2105 and AQAP 2110 no later than 20 working days after award of the contract.</p> <p>Gentex will maintain their ISO 9001 Certification for the duration of this contract.</p>	Acceptance will be at the discretion of the Authority Project Manager.	Within 20 days of contract award.
1.10	Configurtion Management	Configuration Management within Gentex Europe is controlled through the QMS procedure QAP028.	Gentex to provide Authority with a copy of the procedure.	N/A
1.11	Master Data Pack	<p>Gentex Europe will maintain a Master Data Pack for AMP Headsets The document set will include:</p> <ul style="list-style-type: none"> a. All UCR ER 1063 deliverables b. All Safety and Environmental information c. All Technical Data d. All Security Evidence 	Acceptance will be at the discretion of the Authority Project Manager.	Gentex Europe will make available items in the data pack within 10 working days.

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>Provision of Items in Data Pack Gentex Europe will make available items in the data pack within 10 working days.</p> <p>Back Up Copy of the Master Data Pack The Master Data Pack will be held securely on the Gentex Remote Servers which are backed up daily</p>		
1.12	Produce Technical Publications	<p>AMP Headsets are a COTS solution and due to the reasonably short duration of the UCR Contract Extension, Gentex Europe recommend the use of the AMP Operators Manual (OM101153-00), which will be a more cost effective and quicker solution than writing an AESP. A copy of the AMP Operators Manual (OM101153-00) is included in the box with each AMP Headset.</p> <p>A copy of the AMP Quick Reference Guide (100377-00) Enclosure 9 is also included in the box with each AMP Headset.</p> <p>If the Authority subsequently determine an AESP is required Gentex will produce the document however this may take a number of months (anticipated approx. 3 months) to complete. This would be priced via a TAF if required.</p>	N/A	N/A
1.13	Technical Publications Management	<p>Technical Publications will be maintained and updated for the duration of the contract.</p> <p>Gentex Europe has recommended the AMP Operators Manual (OM101153-00) and AMP Quick Reference Guide (100377-00) are used to support the AMP Headset (WP1.13 refers).</p>	N/A	N/A

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SENSITIVE

WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>Gentex Manchester (USA) are owner of the documents and are responsible for updating them on an as required basis. The Authority will be notified of any changes made to the documents.</p> <p>Gentex vendor publications will not be subject to MoD specific amendments as the document forms part of the COTS solution and are published for use by multiple users</p>		
1.14	Technology Watch	As the AMP Headset is a COTS solution, Gentex Europe will provide updates on Gentex product improvements but not monitor 3rd party products.	N/A	N/A
1.15	Produce Training Material	Gentex Europe will provide the Authority with the 'Train the trainer' course.	Acceptance will be at the discretion of the Authority Project Manager.	Within 30 Days of contract award
1.16	NATO Codification	<p>NATO Codification Gentex Europe will apply for codification for UK manufactured equipment. Due to the National Codification Bureau (NCB) regulations Gentex Europe are unable to apply for codification of items manufactured outside the UK. It is assumed the Authority will apply for codification for these items. Gentex Europe will provide information as necessary to allow codification of items.</p> <p>Master Parts List Gentex Europe will provide an AMP Headset Master Parts List</p>	Acceptance will be at the discretion of the Authority Project Manager.	N/A

WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
2	Ad Hoc Tasks			

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
2.1	Ad-Hoc Tasks	<p>Gentex Europe will supply Ad-Hoc tasking, tasks shall include but not be limited to:</p> <ul style="list-style-type: none"> a. Changes to maintain capability, b. Changes due to legislation c. Changes due to modifications in other platforms (other communication systems) d. Changes for safety and environmental reasons e. Incremental acquisition f. Technology insertion g. Technical Publications updates h. Training i. Reusable Training Packs j. Re-provisioning k. Attendance of SQEP to Hazard Log WGs and PSEPs l. Attendance at Security Working Groups m. Ad-hoc management Meetings n. Post Design Services (PDS) o. Reference System updates <p>There is currently no facility to carry out the following tasks detailed in the SOW:</p> <ul style="list-style-type: none"> a. Survey of failed items b. Repair of failed items <p>No work will be carried out by Gentex Europe on Ad-Hoc tasks until the firm price has been approved by the duly appointed Commercial Officer, represented by the return of TAF Part 3.</p>	Each TAF issued by the Authority will have specific Acceptance Criteria detailed within the form	Delivery date will be agreed on a task by task basis.
2.2	Spares	<p>Gentex will provide the spares listed within Schedule 16. All spares are Firm Priced. spares will be delivered no later than the lead times detailed in Schedule 16 – Contract Spares from receipt of a PO, if this</p>	Delivery of Spares and Consumables as required by the Authority in accordance with the ISP.	Within the lead times detailed in Schedule 16 – Contract Spares on receipt of a Purchase Order via CP&F.

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WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		isn't achievable due to supply chain availability Gentex and the Authority will agree an alternative date.		

WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
3	Costed options			
3.1	Disposal Manangement	Gentex Europe will provide a Disposal Management Plan which will be contained within Environmental Equipment Plan.	1. Delivered in accordance with DEF STAN 00-600. 2. As part of the QPR, provide Disposal Management update section for review at QPMs. 3. In accordance with the Disposal Plan and Disposal Data Pack.	N/A

Glossary

Acronym	Description
AESPs	Army Equipment Support Publication
ALARP	As Low As Reasonably Practicable
CA	Contract Award
CA&HP	Communication Ancillaries and Hearing Protection
CMP	Configuration Management Plan
DMP	Disposal Management Plan
EFR	Equipment Failure Report
GFE	Government Furnished Equipment
ILS	Integrated Logistics Support
ISP	Integrated Support Plan
ISS	In-Service Support
JAL	Joint Action Log
LSAP	Logistics Support Analysis Plan
MDP	Master Data Pack
MSDS	Material Safety Data Sheets
NLT	No later than
OMP	Obsolescence Management Plan
PDs	Product Descriptions
PDS	Post Design Services
PHS&T	Packaging, Handling, Storage and Transportation
PSA	Public Stores Account
QA	Quality Assurance
QMP	Quality Management Plan
QPM	Quarterly Progress Meetings
QPR	Quarterly Progress Reports
R&M	Reliability and Maintainability Plan
RR	Risk Register
RTP	Reusable Training Pack
SC	Security Clearance
SQEP	Suitability Qualified and Experienced Personnel
TAF	Task Authorisation Form
TDMP	Technical Document Management Plan
TTP	Techniques, Tactics and Procedures
WDS	Working days

Annex A to Schedule 14 - Risk Register Template

(File “20231215 - 708085450 Annex A to Schedule 14 - Contract risk template”)

Schedule 15 – DEFFORM 315

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> 708085450	2. <u>CDR Number</u>	3. <u>Data Category</u> <ul style="list-style-type: none"> Maintenance/Repair/Reconditioning Operation 	4. <u>Contract Delivery Date</u>																								
5. <u>Equipment/Equipment Subsystem Description</u> <table border="1" data-bbox="180 593 802 1037"> <thead> <tr> <th>Suppliers Part Number</th> <th>Description</th> <th>NSN</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Suppliers Part Number	Description	NSN																						6. <u>General Description of Data Deliverable</u> 1st Line Maintenance Manual 2nd Line Maintenance Manual *3rd Line Maintenance Manual *3rd Line Repair Manual Preservation and Packaging Instructions Illustrated Parts Catalogue Modifications to baseline product to include - Service Instructions Service Technical Instructions Modification Lists Operating Instructions Equivalent Publications in accordance with ATA Master Parts List or DID, the Military Aviation Authority Regulatory Publications (MRP) or DEF STAN 05-124 * Subject to agreement with OEM.	
Suppliers Part Number	Description	NSN																									
7. <u>Purpose for which data is required</u> To maintain the capability in an operable condition including: 1. Maintenance of records of defects and reliability. 2. Identification of replacements for Articles that become obsolete; a. The preparation and application of procedures and arrangements (including safety procedures) for removing Articles from and re-installing them in an operational system, and for handling, storing, transporting, packaging and labelling Articles. b. Inspection and testing of Articles to check calibration and performance and to detect and identify faults. c. Dismantling Articles. The preparation and application of repair schemes. 1. Reassembling Articles after repair, or incorporation of modifications, including the incorporation of replacement or new parts. 2. Testing and calibrating of Articles prior to, during or after re-assembly and after reinstallation in an operational system. 3. Reworking or reconditioning of Articles.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 06/21) – Repair and Maintenance Information b. <u>Special IP Conditions</u>																									
9. <u>Update/Further Submission Requirements</u>																											

Schedule 16 – Contract Spares

						Prices (ex VAT)	Lead Time (Weeks)
						Firm Price	
Description	Part Number	NSN	PPQ	D of Q	MOQ	2024	
Kit, Boom Microphone, Replacement 150 ohm boom microphone for AMP	1000426-01	5965-01-6901588	1	EA(Each)	10	Redacted	20
Kit, Replacement Windscreen	1000734-00	5965-01-6820701	1	EA(Each)	10	Redacted	20
Kit, Hear Thru Microphone Foam	1000428-00	5965-01-6901420	2	PR(Pair)	10	Redacted	20
AMP Quick Reference Guide	1000377-00	7610-01-6945370	1	EA(Each)	10	Redacted	20
Kit, Microphone port plug (Q=5), Tan	1000427-00	TBC	5	EA(Each)	10	Redacted	20
Kit, Replacement Earseal Hygiene Kit, Both earseals and foam inserts	1000429-00	5965-01-6820264	2 ea.	PR(Pair)	10	Redacted	20
Kit, Headband Cover, Tan	1000430-00	TBC	1	EA(Each)	10	Redacted	20
Kit, Headband, Tan	1000431-00	TBC	1	EA(Each)	10	Redacted	20
Kit, Fischer Connector Cap, Tan	1000432-00	TBC	1	EA(Each)	10	Redacted	20
Kit, Battery Cap, Tan	1000433-00	TBC	1	EA(Each)	10	Redacted	20
Kit, Cable Management Tie	1000434-01	5975-01-6820643	2	PR(Pair)	10	Redacted	20

Kit, Earseal Plate Foam	1000730-00	5965-01-6820565	2	PR(Pair)	10	Redacted	20
Battery Lanyard Black	N630596-01	4010-01-6820648	1	EA(Each)	10	Redacted	20
OPERATOR'S MANUAL AMP	OM101153-00	7610-01-6945403	1	EA(Each)	10	Redacted	20
Generic Foam Comm. Eartips - Standard (Box of 100)	439168SP	5965015886709	100	BX (Box)	1	Redacted	20
Generic Foam Comm. Eartips - Slim (Box of 100)	439432SP	5965015886710	100	BX (Box)	1	Redacted	20
Generic Foam Comm. Eartips - Short (Box of 100)	439433SP	5965015886715	100	BX (Box)	1	Redacted	20
NFMI Ear Plug Kit With Black Tether	N100880-02	6515-01-6913869	1	EA(Each)	10	Redacted	20
Carry Case, Coyote	A14375-1	8465-01-6749565	1	EA(Each)	10	Redacted	20
Poly-Cons Container, Maxi Black	1000111-03	TBC	1	EA(Each)	100	Redacted	20
Nano Cord Black	406622SP	8305-01-7023660	1	RO (Roll)	100	Redacted	20
Selex PRR Lead	430333SP	5995-99-9168839	1	EA (Each)	10	Redacted	27

Schedule 17 – Monthly Report Template

(File “20231215 - 708085450 Schedule 17”)