



Ministry
of Defence

CONTRACT NUMBER: FLEET/00620

TITLE:

PURCHASE OF 1200 PAIRS OUTDOOR TRAINING SHOES

AWARDED TO:

UK GEAR LTD

COMMENCEMENT DATE: 14/06/2017



PURCHASE ORDER

Contract No: FLEET/00620

Contract Name: Purchase of 1200 pairs Outdoor Training Shoes

Dated: 06/06/17

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £106,047).

| Contractor | Quality Assurance Requirements (Clause 8) |
|---|---|
| Name: UK Gear Ltd Registered Address: The Priory Priory Road Wolston CV8 3FX | AQAP 2120 |
| Consignor (if different from Contractor's registered address) | Transport Instructions (Clause 10) |
| Name: Address: | Select method of transport of Deliverables To be Delivered by the Contactor <input checked="" type="checkbox"/> To be Collected by the Authority <input type="checkbox"/> Each consignment of the Deliverables shall be accompanied by a Delivery Note |

| Progress Meetings (Clause 13) | Progress Reports (Clause 13) |
|---|--|
| <p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: N/A</p> <p>Frequency:</p> <p>Location:</p> | <p>The Contractor is required to submit the following Reports:</p> <p>Subject: N/A</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p> |
| Forms and Documentation | Supply of Hazardous Deliverables (Clause 9) |
| <p>Forms can be obtained from the following websites:</p> <p>https://www.aof.gov.uk/acquisition-operating-framework/content/tactical/toolkit/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncliffe Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email:</p> <p>DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p> | <p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p> |

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lee Culshaw

Address: Room 302, Building 1/080, Jago Road, HMNB Portsmouth,
PO1 3LUEmail: defcomrclcc-navy13@mod.uk
☎ 02392720745**2. Project Manager, Equipment Support Manager or PT Leader**
(from whom technical information is available):

Name: Major Graham Watson RM

Address: SO2 N4 | HQ, Commando Training Centre Royal Marines,
Lymington, EXMOUTH, Devon, EX8 5AREmail: NAVYTRGCTCRM-HQSO2N4@mod.uk
☎ 01392 414143**3. Packaging Design Authority:**Organisation and point of contact:
DES IMOC SCP TLS Packaging
MOD Abbey Wood,
Bristol, BS34 8JHTel: +44(0)30 679 35353
DESIMOCSCP-TLS-Pkg@mod.uk
(where no address is shown please contact the Project Team in Box 2)**4. (a) Supply/Support Management Branch or Order Manager**
Branch/Name:

(b) U.I.N.

5. Drawings/Specifications are available from:**6. Intentionally Left Blank****7. Quality Assurance Representative:**Commercial staff are reminded that all Quality Assurance requirements
should be listed under the General Contract Conditions.AQAPS and DEF STANs are available from UK Defence
Standardization, for access to the documents and details of the
helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or
<https://www.dstan.mod.uk/> [extranet, registration needed]**8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent
to DBS Finance ADMT – Assets In Industry 1, Level 4
Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level
4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport
Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail
Point 3351, BRISTOL BS34 8JH**Air Freight Centre**IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943**Surface Freight Centre**IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913
8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946**B. JSCS**JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax
No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**

Ministry of Defence ☎ 0151-242-2000

DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL**Website** is:
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through*:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncliffe

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

Applications via fax or email: DESLSLS-OpFormsandPubs@mod.uk**NOTES*** Many DEFCONs and DEFFORMs can be obtained from the
MOD Internet Website [extranet, registration needed]:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

| Contractor's Commercially Sensitive Information (Clause 4). Not to be Published |
|--|
| Description of Contractor's Commercially Sensitive Information: |
| Cross reference to location of sensitive information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if Applicable): |
| Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-Mail Address: |
| |

| Offer and Acceptance | |
|--|---|
| <p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (up to £106,047)</p> <p>Name (Block Capitals): STEPHEN HEAPS Position: FINANCE DIRECTOR For and on behalf of the Contractor:</p> <p>Authorised Signatory: <i>signed on original</i> Date: 07/06/2017</p> | <p>B) Acceptance</p> <p>Name (Block Capitals): LEE CULSHAW Position: COMMERCIAL OFFICER For and on behalf of the Authority:</p> <p>Authorised Signatory: <i>signed on original</i> Date: 14/06/2017</p> |
| <p>C) Effective Date of Contract: 14/06/17</p> | |

SCHEDULE OF REQUIREMENTS for FLEET/00620 - Purchase of 1200 pairs Outdoor Training Shoes

| Deliverables | | | | | | | | | |
|---------------------|--------------------------------|------------------------------------|--|---|---|----------------------|------------------|------------------------------|---|
| Item Number | MOD Stock Reference No. | Part No. (where applicable) | Specification | Consignee Address Code (full address is detailed in DEFFORM 96) | Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96) | Delivery Date | Total Qty | Firm Price (£) Ex VAT | |
| | | | | | | | | Per Item | Total inc. packaging (and delivery if specified in the Purchase Order) |
| 1 | N/A | N/A | 200 pairs of UK Gear PT-03 training shoes (grey and black including 12 month guarantee) | None | 00 | 31/07/17 | 200 | | |
| 2 | N/A | N/A | 1000 pairs of UK Gear PT-03 training shoes (grey and black including 12 month guarantee) | None | 00 | 29/09/17 | 1000 | | |
| | | | | | | | | Total Firm Price | |

| Item Number | Consignee Address (XY code only) |
|--------------------|---|
| 1, 2 | Clothing Store SNCO, ULO Dept, Commando Training Centre Royal Marines, Lymstone, Exmouth, EX8 5AR |

STATEMENT OF REQUIREMENTS for FLEET/00620 - Purchase of 1200 pairs Outdoor Training Shoes

Requirement

1. Purchase of outdoor training shoes:
 - a. **Model.** UK Gear PT-03.
 - b. **Sizes.** Various sizes (to be confirmed with the supplier), approximately 20 will need to be for females.
 - c. **Colour.** Grey with black.
 - d. **Quantities.** Total 1200 pairs. Delivered in two Tranches (200 in Jul 17 and 1000 in Sep 17).

Contract Start Date and Duration

2. Contract to commence 1 Jun 17 or ASAP. Duration of contract to be Contract Start Date to include 2 delivery tranches by the last working day of July 17 and Sept 17 + 12 month guarantee.

Delivery Address

3. Clothing SNCO
ULO Dept
Commando Training Centre Royal Marines
Lypstone
Exmouth
Devon
EX8 5AR

01392 414023



Ministry
of Defence

**MOD Terms and Conditions for Purchase of 1200 pairs Outdoor Training
Shoes - FLEET/00620**

1 Definitions - In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the Contract;

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

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

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

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

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;

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

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

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

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

2 General

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

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

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

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

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

4 Disclosure of Information

Disclose of information under the Contract shall be managed in accordance with DEFCON 531 (SC) and Clause 5.

5 Transparency

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

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

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

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

6 Notices

a. A Notice served under the Contract shall be: (1) in writing in the English Language; (2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party's representative, and to the address set out in the Contract; (4) marked with the number of the Contract; and (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

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

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR)

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

(1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

(1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;

(2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in

As at Contract Award

the absence of such requirement, as month (letters) and year (last two figures); and

(3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

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

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

a. Payment for Contractor Deliverables under the Contract shall be made via the MOD's electronic procurement tool.

b. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

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

15 Dispute Resolution

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

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

16 Termination for Corrupt Gifts

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

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

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made

particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

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

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

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

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

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

DEFCON90 (Edn.11/06) - Copyright

DEFCON127 (Edn.12/14) - Price Fixing Condition for Contracts of Lesser Value

DEFCON502(SC1) (Edn.12/16) - Specifications Changes DEFCON503(SC1) (Edn.12/16) - Formal Amendments To Contract DEFCON534 (Edn.06/17) - Subcontracting and Prompt Payment DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON566 (Edn.10/16) - Change of Control of Contractor

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

DEFCON609(SC1) (Edn.12/16) - Contractor's Records

DEFCON620(SC1) (Edn.12/16) - Contract Change Control Procedure

DEFCON627(SC1) (Edn.12/16) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON660 (Edn.12/15) - Official-Sensitive Security Requirements

20 The special conditions that apply to this Contract are:

Not Applicable

21 The processes that apply to this Contract are:

Not Applicable