



Ministry of Defence

Team: GBAD

Contract No: JSENS/00199

**For: Land Environment Air Picture Provision
(LEAPP)
In Service Support**

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

Team Name and Address:

JSENS DT
Yew 0B, #1045
Defence Equipment and Support
MOD Abbey Wood
Bristol, BS34 8JH

**Email Address: As per DEFFORM 111
Telephone Number: As per DEFFORM 111**

And

Contractor Name and address:

Lockheed Martin UK Ampthill Ltd
Reddings Wood
Ampthill
Beds, MK45 2HD

Email Address:

Telephone Number:

41.	Termination for Insolvency or Corrupt Gifts	21
42.	Termination for Convenience	22
43.	Material Breach	23
44.	Consequences of Termination	23
45.	The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:	23
	DEFCON 14 (Edn.11/22) – Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs	23
	DEFCON 15 (Edn.06/21) – Design Rights and Rights to Use Design Information	23
	DEFCON 16 (Edn.06/21) – Repair and Maintenance Information	23
	DEFCON 21 (Edn.06/21) – Retention of Records	23
	DEFCON 23 (SC2) (Edn.06/21) – Special Jigs, Tooling and Test Equipment	23
	DEFCON 76 (SC2) (Edn.11/22) – Contractor's Personnel at Government Establishments	23
	DEFCON 90 (Edn.06/21) – Copyright	23
	DEFCON 91 (Edn.06/21) – Intellectual Property Rights in Software	23
	DEFCON 126 (Edn.06/21) – International Collaboration	24
	DEFCON 516 (Edn.04/12) – Equality	24
	DEFCON 524A (Edn.12/22) – Counterfeit Material	24
	DEFCON 532A (Edn.05/22) – Protection of Personal Information	24
	DEFCON 601 (SC2) (Edn.03/15) – Redundant Material	24
	DEFCON 611 (SC2) (Edn.12/22) – Issued Property	24
	DEFCON 624 (SC2) (Edn.08/22) – Use of Asbestos	24
	DEFCON 627 (Edn. 04/24) – Quality Assurance – Requirement for a Certification of Conformity	24
	DEFCON 647 (SC2) (Edn.03/24) – Financial Management Information	24
	DEFCON 649 (SC2) (Edn.12/21) – Vesting	24
	DEFCON 658 (SC2) (Edn.10/22) – Cyber	24
	DEFCON 659A (Edn.02/24) – Security Measures	24
	DEFCON 660 (Edn.12/15) – Official-Sensitive Security Measures	24
	DEFCON 670 (SC2) (Edn.11/17) – Tax Compliance	24
	DEFCON 694 (SC2) (Edn.07/21) – Accounting for the Property of the Authority	24
	DEFCON 697 (SC2) (Edn.11/22) – Contractors on Deployed Operations	24
	DEFCON 800 (Edn.12/14) – Qualifying Defence Contract	24
	DEFCON 801 (SC2) (Edn.11/17) – Amendments to Qualifying Defence Contracts – Consolidated Versions	24
	DEFCON 804 (SC2) (Edn.11/17) – QDC: Confidentiality of Single Source Contract Regulations Information	24
46.	The special Conditions that apply to the	24
46.1	Period of Contract	24
46.2	Contract Price	24
46.3	Payment	25
46.4	Interim Payments	26
46.5	Earned Value Management (EVM)	26
46.6	Intellectual Property Rights	26
46.7	Security Measures	27
46.8	Contractor's Personnel	27
46.9	Sub-Contracts	27
46.10	Confidentiality	27
46.11	Disclosure of Information	28
46.12	Independent Safety Advisor	28
46.13	Responsibility of the Contractor	28
46.14	Place of Manufacture	28

Schedule 23 - DEFFORM 701 – Head Agreement For Licence Terms For Commercial Software Purchase By The Secretary Of
State For Defence

Schedule 24 – Exit Plan

(2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 (Definitions of Contract) to the Arbitration (Scotland) Act 2010."

- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, Contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this Condition shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 44 (and 45 - 48, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

- a. Except as provided in Condition 31 (Diversion Orders) and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
 - (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and
 - (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
- b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
 - (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
 - (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

- d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.
- e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

- a. Any reference to the Authority in respect of:
 - the giving of consent;
 - (1) the delivering of any Notices; or
 - (2) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or

- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
- (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract; provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. The Authority may disclose the Information:
- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (Definitions of Contract) (including benchmarking organisations) for any purpose relating to or connected with the Contract;
 - (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.
- g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with three (3) Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within two (2) Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.
- h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. **Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

- c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least six (6) years from:
 - (1) the end of the Contract term;
 - (2) the termination of the Contract; or
 - (3) the final payment, whichever occurs latest.

18. 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 Schedule 3 (Contract Data Sheet);
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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 the recipient's Business Day and otherwise on the first Business Day of the recipient immediately 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.

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) Performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonable request by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge their obligations under the Contract with all due skill, care, diligence, and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in Schedule 3 (Contract Data Sheet).
- b. Each ASSC shall be marked with a Ull using MoD Form 650 in lieu a 2D data matrix label, in accordance with DEF-STAN 05132.
- c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a Ull, this shall also be by use of MoD Form 650.

- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
 - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
 - (8) The documents supplied under clause 22.f.(6) shall be considered as a Contract data requirement and be subject to the terms of DEFCON 15 (Edn. 06/21) and DEFCON 21 (Edn. 06/21).
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their Subcontractor is the PDA they shall:
 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.
 - (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
 - (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
 - (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) (Edn.06/21) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i) If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.i.
 - (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.

- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
- (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

24. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. The Contractor shall provide to the Authority:
- (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract) of: (1) activity; and (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract) of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract), shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
 - (2) Emails to be sent to:
DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under

upon Delivery, and one copy shall be provided to the Consignee upon Delivery and the CofC will clearly detail the Articles (quantities, part numbers, batch numbers, NSNs etc) that are contained in a specific delivery.

- b. Each CofC shall be clearly identified as a conformity document and should include the wording "Certificate of Conformity" (or similar) in the title of the document to allow for easy identification.
- c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).
- d. The Information provided on the CofC shall include:
 - (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number and/or CP&F (Contracting, Purchasing and Finance) Purchase Order Number;
 - (4) Details of any approved concessions (clearly linked to the relevant item);
 - (5) Acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) Line item numbers when there is more than one line item on the CofC;
 - (9) Description of Contractor Deliverable, including part number, specification and configuration status;
 - (10) NATO Stock Number (NSN) (where allocated);
 - (11) Identification marks, batch and serial numbers in accordance with the Specification;
 - (12) Quantities;
 - (13) A signed and dated statement by the Contractor's Authorised Personnel that the Contractor Deliverables comply with the requirements of the Contract and approved concessions. The signing of the CofC may be in the form of a signature or traceable stamp. The Contractor's Authorised Personnel shall mean a competent person appointed and authorised by the Contractor to sign a CofC.
 - (14) Exceptions or additions to the above are to be documented.
- e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
 - (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or

- j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
 - k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:
 - (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
 - (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractor's reasonable costs of complying with clause 30.c.
- 31. Diversion Orders**
- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
 - b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
 - c. The Authority reserves the right to cancel the Diversion Order.
 - d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
 - e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
 - f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.
- 32. Self-to-Self Delivery**
- Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

- 33. Import and Export Licences**
- a. If, in the performance of the Contract, the Contractor is required to import into or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK Licence is required, the Contractor is responsible for applying for and maintaining that Licence.
 - b. Without prejudice to the HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance to obtain Licences from the UK or a foreign government for the performance of the Contract.
 - c. The Contractor shall consult the Authority as soon as reasonably practicable if a Licence is required from a foreign government. Where the Contractor is the applicant for obtaining Licences they shall ensure that when Restrictions apply to all or part of any Contractor Deliverables (which for the purposes of this Condition) shall also include information, technical data, software and services) unless otherwise agreed with the Authority, they shall identify in the application:
 - (1) the end user as: The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereinafter "UK MOD"); and
 - (2) the end use as: For the Purposes of UK MOD; and
 - (3) include in the submission for the Licence a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
 - d. The Contractor shall take expeditious action to arrange the application for the foreign Licences required to import or export any Materiel not supplied by or on behalf of the Authority or perform any services for which a Licence is required by a foreign government; this includes, but is not limited to, compliance with the ITAR, EAR, FMS and any applicable UK-US agreements. The Contractor shall include the dependencies for the Licence application, grant, and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where a risk management plan is not required under the Contract the Contractor shall inform the Authority's representative accordingly.
 - e. During the term of the Contract and for up to two (2) years after Contract completion, the Authority may make a written request to the Contractor to seek a variation to the conditions of a foreign Licence to enable the Authority to re-export or re-transfer a licenced or authorised Materiel from the UK and/or to a non-licenced third party. If the Authority makes such a request, it will consult the Contractor before making a determination on which party is best placed to seek a variation. Where the Contractor is best placed to seek a variation:
 - (1) the Contractor shall, expeditiously file an application to seek a variation of the applicable Licence in accordance with the procedures of the foreign government or raise their objection to the request. Where the Contractor has an objection to the variation request, the Parties shall meet within five (5) Business Days to resolve the issue; should they fail to do so, the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export or import control subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation, and other reasonable assistance necessary to support the application to seek a variation.

anything delivered under the Contract and, where appropriate, the notification shall include such information as is required by Section 2 of the Defence Contracts Act 1958;

- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

- b. If the information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.
- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:
- (1) the Authority has made or makes an admission of any sort relevant to such question;
 - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
 - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

Pricing and Payment**35. Contract Price**

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a reasonable time has passed.
- e. 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 the Contract.
- f. 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.

37. Value Added Tax and other Taxes

- a. The Contract Price excludes any UK output Value Added Tax (VAT) chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for tax purposes. In that event, it is the Contractor's responsibility to ensure the Contract Price captures this tax.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar non-UK input taxes). However, these input taxes will be allowed where they were included in the Contract Price and it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other Contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):
 - (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter 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 them or on their behalf, or to their 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.
- d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any 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, the Authority shall be entitled:
 - (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, 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 performing, the prohibited act;
 - (2) give all 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 their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
 - (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
 - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

DEFCON 126 (Edn.06/21) – International Collaboration

DEFCON 516 (Edn.04/12) – Equality

DEFCON 524A (Edn.12/22) – Counterfeit Material

DEFCON 532A (Edn.05/22) – Protection of Personal Information

DEFCON 565 (Edn. 12/24) – Supply Chain Resilience and Risk Awareness

DEFCON 601 (SC2) (Edn.03/15) – Redundant Material

DEFCON 611 (SC2) (Edn.12/22) – Issued Property

DEFCON 624 (SC2) (Edn.08/22) – Use of Asbestos

NOTE: For the purposes of this Contract DEFCON 624 (SC2) (Edn. 08/22) shall only apply to Work Package 2 of Schedule 11 (Statement of Requirements/Word).

DEFCON 627 (Edn. 04/24) – Quality Assurance – Requirement for a Certification of Conformity

DEFCON 647 (SC2) (Edn.03/24) – Financial Management Information

NOTE: For the purposes of this Contract, the Contractor shall submit Financial Management Information two (2) months after Contract commencement and monthly thereafter.

DEFCON 649 (SC2) (Edn.12/21) – Vesting

NOTE: DEFCON 649 (SC2) (Edn. 12/21) shall apply to any Article subject to interim payments against the Contract Price under Items 1 and 2 of Schedule 2 of this Contract. All other deliverables not subject to DEFCON 649 (SC2) (Edn. 12/21) shall be subject to Condition 28 (Delivery / Collection) of this Contract.

DEFCON 658 (SC2) (Edn.10/22) – Cyber

NOTE: Further to DEFCON 658 (SC2) (Edn.10/22) the Cyber Risk Level of the Contract is **LOW**, as defined in Def Stan 05-138

DEFCON 659A (Edn.02/24) – Security Measures

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

DEFCON 670 (SC2) (Edn.11/17) – Tax Compliance

DEFCON 694 (SC2) (Edn.07/21) – Accounting for the Property of the Authority

DEFCON 697 (SC2) (Edn.11/22) – Contractors on Deployed Operations

NOTE: Where the Authority has a requirement for the Contractor, a Sub-Contractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 (SC2) (Edn. 11/22) shall apply. DEFCON 697 (SC2) (Edn. 11/22) shall become effective when such a task is included in the Contract via the tasking mechanism at Schedule 14 (Tasking Authorisation Procedure).

DEFCON 800 (Edn.12/14) – Qualifying Defence Contract

DEFCON 801 (SC2) (Edn.11/17) – Amendments to Qualifying Defence Contracts – Consolidated Versions

DEFCON 804 (SC2) (Edn.11/17) – QDC: Confidentiality of Single Source Contract Regulations Information

46. The special Conditions that apply to the Contract are:

46.1 Period of Contract

- a. All work under this Contract shall commence on 11 June 2025 and, unless otherwise terminated in accordance with the provision of this Contract or otherwise lawfully terminated, be completed by 31 December 2028.
- b. Where an item is sent for repair or a task is authorised in accordance with the procedure at Schedule 14 (Tasking Authorisation Procedure) during the period of Contract, but completion of the repair/task will be outside this period, then the task will be fulfilled in accordance with the terms and conditions and procedures of this Contract and by the date specified in the tasking form. If the Contractor anticipates that completion of a repair or task shall be beyond the Contract completion date, then the Contractor shall be required to take any additional programme support costs resulting from completion of the task falling outside of the Contract duration detailed at Schedule 3 (Contract Data Sheet), into account at the time of submitting the repair or task for the Authority's approval.
- c. If the completion date of an approved repair or task is not achieved due to the repair or task being delayed, and is out of the Contractor's control, then the Contractor is to notify the Authority at the earliest opportunity, justifying the reason for the delay. If the Authority accepts the Contractor's reasons for the delay and is content with the additional costs, the Authority shall authorise the repair or task to be amended to reflect additional programme support costs resulting from the completion of the repair or task falling outside of the Contract duration detailed above at Condition 46.1.a and at Schedule 3 (Contract Data Sheet) to this Contract.
- d. Where a training course is authorised in accordance with Condition 47.7 of this Contract and during the period of Contract, but delivery of the training course will be outside this period, then the course will be fulfilled in accordance with the terms and conditions and procedures of this Contract and by the date specified.

46.2 Contract Price

- a. Not used.
- b. The Firm Price service charge applicable to Item 1 of Schedule 2 is the price for delivery of support in accordance with Work Package 1 of the Statement of Work (SOW) at Schedule 11 (Statement of Requirements/Word) of this Contract.
- c. Firm Prices shall be agreed in advance, unless agreed otherwise for any tasks to be carried out under Item 2 of Schedule 2 (Schedule of Requirements). Prices shall be calculated using the provisional labour rates for LEAPP Support tasks at Annex B to Schedule 13 (Monthly Service Charge for Line Item 1). All work to be undertaken under Item 2 of Schedule 2 (Schedule of Requirements) shall be tasked in accordance with the procedures detailed at Schedule 13 (Monthly Service Charge for Line Item 1). The Authority shall not be liable for any costs associated with work undertaken under Item 2 which has not been tasked in accordance with Schedule 13 (Monthly Service Charge for Line Item 1).

Provisional Pricing (Rates)

Condition 47.3, at the end of each quarter (first quarter being 30 September 2025). This shall be subject to the Contractor submitting evidence of Actuals of T&S undertaken for the relevant quarter to the Authority, and charged in accordance with Schedule 21 (Travel and Subsistence (T&S)) of this Contract.

- d. The Contractor shall be entitled to claim for payment for completed Repairs that fall under £15,000 (Fifteen Thousand Pounds Sterling) in accordance with Condition 47.4 (Strip, Survey and Repair Tasking), at the end of each quarter, subject to the Contractor submitting a completed Repair Framework (Schedule 20 (RAF Framework) to this Contract) of repairs undertaken and completed within the appropriate quarter.
- e. For clarity purposes only, Condition 36.b of this Contract shall mean the Authority shall ensure the invoice submitted for payment by the Contractor matches the correct value against which payment is being claimed, and all deliverables have been accepted in accordance with Condition 29 (Acceptance) of this Contract.
- f. The Authority shall endeavour to raise CP&F Purchase Orders (POs) for each respective order within ten (10) Business Days from communication of authorisation to proceed. The Authority shall notify the Contractor at the earliest opportunity if any issues arise that prevent the Authority from raising CP&F POs within the agreed timeframe.
- g. Schedule 2 (Schedule of Requirements) Item 4. The Contractor shall be entitled to claim for payment on contract award.

46.4 Interim Payments

- a. The Authority shall, subject to the following provisions of this condition, make to the Contractor payments against a TAF price ('interim payments') where it is agreed that such advances are appropriate for the duration of the TAF, in accordance with Clause h. below.
- b. The Contractor shall be entitled to interim payments, to be claimed in accordance with condition 46.3 (Payment) for an applicable task, provided that:
 - (1) the Contractor has completed all work comprised in the stage for which the interim payment is sought and the Authority will have certified completion of that milestone in accordance with the Contract;
 - (2) all previous milestones have been completed, unless the Parties expressly agree otherwise; and
 - (3) the Contractor shall have complied with all its contractual obligations which enable the Authority to monitor the Contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.
- c. Notwithstanding Clause b. above, the Authority shall not be obliged to make an interim payment to the Contractor if the Authority has reasonable cause to believe that the contractor will be unlikely to render complete performance of its obligations in respect of the applicable TAF.
- d. Where the Authority intends to rely on Clause c. above as the basis for rejecting any claim for an interim payment which the Contractor may make, the Authority shall give to the contractor notice in writing of its intention together with reasons and justification for the rejection.
- e. The Authority shall without prejudice to any other right / remedy of either party be entitled to recover in full all interim payments made under the Contract where:
 - (1) the Contract, or the part of the Contract under which Item 2 of Schedule 2 (Schedule of Requirements) are to be provided, is terminated otherwise than in accordance with Condition 42 (Termination for Convenience) of this Contract, or expires by reason of passing of time; and
 - (2) the Contractor has failed to complete performance of Item 2 of Schedule 2 (Schedule of Requirements).
- f. In the event of repayment to the Authority under the provisions of Clause e. above then all that which vested in the Authority, under the provisions of DEFCON 649 (SC2) (Edn.12/21) and which related to Item 2 of Schedule 2 (Schedule of Requirements), shall re-vest in and become the absolute property of the Contractor.
- g. Payment of an interim payment by the Authority under this Condition 46.4 shall not, unless expressly stated to do so, constitute:
 - (1) acceptance by the Authority of any contractual deliverable;
 - (2) a representation by the Authority that the Contractor has complied with any contractual obligations; or
 - (3) a waiver of the Authority's right to subsequently claim that the conditions for payment of that interim payment were not satisfied.
- h. The Authority only expects the Contractor to request interim payments for a Task that falls within the below criteria:
 - (1) Price is more than £100,000 (One Hundred Thousand Pounds Sterling); and
 - (2) the Task duration is at least three (3) months.
- i. If the Contractor wishes to propose interim payments for a Task that falls outside the criteria described at Clause h. above, the onus shall be on the Contractor to provide justification and/or evidence for the Authority's consideration to support its proposal.
- j. The Authority shall not be under any obligation to accept requests regardless of duration or value. The Authority's decision shall be final.

46.5 Earned Value Management (EVM)

- a. The Parties agree that the EVM requirements shall be satisfied by the following:
 - (1) Monthly provision of financial information in accordance with DEFCON 647 (SC2) (Edn.03/24)
 - (2) Not Used
 - (3) Review of Risk Register at QPMs in accordance with Schedule 11 (Statement of Requirements/Work) of this Contract.
- b. Whilst EVM shall be inclusive of RAFs and TAFs, there will not be any separate reporting requirements, instead shall be included within the monthly delivery of the information detailed at Clause 46.5.a.(1) above.

46.6 Intellectual Property Rights

a. Procedure for Making Direct Agreements with Sub-Contractors

The Contractor shall not enter into any commitment in relation to design work under the Contract, as may be amended from time-to-time, until the Sub-Contractor has entered into an agreement with the Authority in the form set out at Schedule 18

- (a) Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;
 - (b) Employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.
- d. Where Controlled Information is provided to the Contractor, it shall:
- (1) Compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
 - (2) Maintain this register for the duration of the Contract and for two (2) years following completion of the Contract.
 - (3) Make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
 - (4) At the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.
- e. This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:
- (1) That the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
 - (2) That the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
 - (3) That the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
 - (4) From its records, that the information was derived independently of the Controlled Information; the extent that copying use of disclosure of this other information shall not disclose its relationship to any Controlled Information.

46.11 Disclosure of Information

- a. In addition to Condition 13 (Disclosure of Information) of this Contract, the Parties shall take every precaution to ensure that information arising from, or connected with, the Contract, is divulged only to the minimum number of employees, and then only to the extent essential to each person's action in carrying out the Contract. General information, such as lists of military units or their locations, shall be restricted to those employees working on the Contract.
- b. No information regarding the services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the prior written permission of the Authority, to whom any press or other enquiry on any such matter should be referred.

46.12 Independent Safety Advisor

- a. The Contractor shall provide access to records, including sub-contractor records, for Contract purposes, to enable the MOD-appointed Independent Safety Advisor (ISA) to carry out safety audits and other assessment activities to meet MOD Safety requirements. Any additional cost associated with such access shall be placed in accordance with the tasking procedure at Schedule 14 (Task Authorisation Procedure) to this Contract.

46.13 Responsibility of the Contractor

- a. The Contractor's responsibilities in relation to those defined elsewhere shall also include but not be limited to:
 - (1) Placing, administration, control and management of all suppliers required to meet the requirement defined in Schedule 2 (Schedule of Requirements) to the Contract, regardless of the method by which the supplier may be selected;
 - (2) Planning, programming and progressing of the work, including appropriate documentation; and
 - (3) Financial management of the work, including financial control and monitoring of all suppliers.

46.14 Place of Manufacture

- a. Any change in the Contractor's or major Sub-contractor's place(s) of manufacture during the currency of the Contract shall be promptly notified to the Authority's Representative (Commercial).

46.15 Scope and Requirements

- a. All work authorised against this Contract shall be in accordance with the Statement of Work at Schedule 11 (Statement of Requirements/Work) and any relevant Schedules to this Contract.
- b. In the event that either Party notices or considers that there may be any conflict within the Specification it shall immediately notify the other Party.

46.16 Licences

- a. Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as Licensee and shall vacate the same upon completion of the Contract.

46.17 Future Work

- a. Nothing in this Contract shall be interpreted as an undertaking by the Authority to place any other Contract with the Contractor or to authorise the Contractor to carry out any further work in connection with the work carried out under this Contract.

46.18 Amendments to Contract

- a. For clarity purposes, any Change Process or Contract Amendment shall be in accordance with the following categories:

- b. Where the Contractor deems the repair below £5,000 (Five Thousand Pounds Sterling), the Contractor has the authorisation to undertake the repair action necessary without prior consent from the Authority, save where the Authority has expressed previously, during the life of the Contract, that such Repair must not be undertaken without express Authority consent:
 - (1) The Contractor shall have a maximum limit of £25,000 (Twenty Five Thousand Pounds Sterling) Ex VAT for each Year for authorisation of all repairs that fall under £5,000 (Five Thousand Pounds Sterling) Ex VAT. The Contractor shall inform the Authority of the cumulative commitment against this limit at Quarterly Progress Meetings. The Contractor shall also notify the Authority's Representative (Commercial) when the Contractor has utilised 80% of this limit and at this point self-authorisation shall immediately cease until such time as the Authority's Representative (Commercial) provides written confirmation to the Contractor that self-authorisation is re-established and advise the Contractor of the new maximum limit.
- c. Where the repair of an item returned under this procedure is assessed to be above £5,000 (Five Thousand Pounds Sterling) and below £15,000 (Fifteen Thousand Pounds Sterling), the Contractor is required to obtain written authorisation from the Authority, prior to proceeding with the repair.
- d. For all repairs authorised under sub-clauses 47.4b or 47.4 c, the Contractor shall include in the Quarterly Progress Report and Quarterly Progress Meetings (QPMs), a completed RAF Framework at Schedule 20 (RAF Framework) of this Contract, of all repairs completed or that are underway for that quarter. On a quarterly basis following a QPM and presentation by the Contractor of all repairs under this Clause completed in the period, the Contractor shall use Schedule 20 (RAF Framework) as evidence to invoice for payment for each quarter.
- e. Where the repair of an item returned under this procedure is assessed to be above £15,000 (Fifteen Thousand Pounds Sterling), the Contractor will issue to the Authority a priced Repair Authorisation Form (RAF) (Part 1 and 2 completed) for repair of the Article, in accordance with the Task Authorisation Procedure at Schedule 14 (Task Authorisation Procedure) to this Contract. Within ten (10) Business Days from receipt of the RAF either, the Authority shall:
 - (1) complete and return Part 3 of the RAF authorising repair of the Article; or
 - (2) choose not to repair the Article, or through alternative notification. The Authority shall then either collect the Article from the Contractor's site within the subsequent ten (10) Business Days or notify the Contractor to dispose or store the Article(s) following agreement of associated costs.
- f. For clarity, the Parties agree the price of this Contract is based on the number of RAFs being no more than thirty six (36) per annum for the duration of this Contract. The Firm Price at Item 1 of Schedule 2 (Schedule of Requirements) includes the cost of project management activities and preparation associated with this number of Tasks. The project management activity and preparation associated with tasks beyond these numbers are not included within the Firm Price at Item 2 of Schedule 2 (Schedule of Requirements). This pricing assumption shall be reviewed by both parties at the start of each Contract year.
- g. Subcontractor costs for any activity specified in Schedule 20 (RAF Framework) of this Contract shall be priced in accordance with the Firm prices per activity detailed therein.

47.5 Purchase of Spares

- a. Under Item 2 of Schedule 2 (Schedule of Requirements), upon identification of a requirement for an additional Article ("Spare(s)") by the Authority, the Authority shall submit a completed Part 1 of the Task Authorisation Form (TAF) in accordance with Schedule 14 (Task Authorisation Procedure) of this Contract.

47.6 Government Furnished Equipment

- a. All GFA issued by the Authority to the Contractor for the purpose of carrying out the work under Items 1 and 2 of Schedule 2 (Schedule of Requirements) is listed at Schedule 15 (Government Furnished Assets) to this Contract. All GFA will be provided on the terms and conditions stated therein and are subject to the provisions of DEFCON 611 (SC2) (Edn.12/22).
- b. Save for the applicability of Condition 34 (Third Party Intellectual Property – Rights and Restrictions), any information of a technical nature that has been provided to the Contractor by the Authority under the Contract is provided, subject to Clause c, without any potential liability to the Authority; the Contractor is responsible for and remains completely liable for any use it may make of such information in the execution of the Contract, provided that the Contractor is able to independently verify that such information is fit for purpose and accurate.
- c. All changes to the GFA list shall be undertaken by a formal Contract Amendment in accordance with Condition 6 (Formal Amendments to the Contract) of this Contract and the process detailed in Schedule 4 (Contract Change Control Procedure) of this Contract.
- d. The Contractor must as soon as practicable, and in any event within five (5) Business Days, of the Authority having failed to provide the GFA at the agreed time notify the Authority's Commercial Branch of its claim for an extension in time to the delivery date and claim for any fair and reasonable revisions of the Contract price. As part of that claim, the Contractor must demonstrate to the reasonable satisfaction of the Authority's Commercial Branch that it has used all reasonable endeavours to mitigate and recover any consequences of any such delay.
- e. If the Contractor has complied with its obligations under Clause d. the Authority shall postpone the delivery date by such time as shall be reasonable for the Authority's failure to provide the GFA by the agreed date, taking into account the likely effect of the delay.
- f. The Contractor shall take any steps as may be reasonably necessary to ensure that it has brought to the notice of all Sub-Contractors and any other persons dealing with any GFA that the Authority is the owner, the handling requirements associated and that obligations to flow down Conditions of this Contract are met. The Contractor shall notify the Authority immediately of any attempts by a Third Party to secure a lien or rights of a similar kind on any GFA. At the same time the Contractor shall notify the Third Party that the Authority is the owner of the GFA. This shall not relieve the Contractor of his obligations under DEFCON 611 (SC2) (Edn.12/22).

47.7 Provision of Training Courses

- a. The Contractor shall deliver training courses in accordance with Item 1 of Schedule 2 (Schedule of Requirements) of this Contract and the Statement of Work at Schedule 11 (Statement of Requirements/Work) to this Contract.

- (1) is notified promptly to the Contractor within the period specified above. For the purposes of this Condition, such notification shall consist of a HelpDesk call being raised by the Authority/User. Upon receipt of any HelpDesk call, the Contractor shall determine whether such call is covered by this Warranty condition and advise the Authority accordingly.
 - (2) arises from the Contractor's (or one of its Subcontractors) use of defective materials, defective installation or defective workmanship;
 - (3) occurs during normal use of the Articles as specified within the LEAPP Systems Requirement Document and evidence of its proper use, care and maintenance (including adequate storage of unit) is provided by the Authority to the reasonable satisfaction of the Contractor.
 - (4) is not caused by fair wear and tear, accident, or the Authority's neglect, installation or servicing by a party other than a person trained in accordance with the Contractor's LEAPP training solution or a company approved by the Contractor to undertake such on their behalf.
 - (5) was not caused by the use of the unit in combination with equipment not supplied or approved by the Contractor for a purpose for which they were not intended, or in environmental conditions outside those specified in the LEAPP Systems Requirement Document or had additions made to it to or modifications of the item were carried out without the Contractor's prior written consent.
- b. The Authority shall return the defective unit at its own risk and expenses to the Contractor. Replaced defective items shall become the property of the Contractor and replacement items shall become the property of the Authority. Replacement items will be delivered to the Authority at the Contractor's risk and expense.

Warranty – Software (including OEM) only

- c. The Contractor warrants that the Software, including any warranty given to the Contractor by the OEM and which can be extended to third parties:

- (1) is free from all known viruses and other malicious code;
- (2) will perform in accordance with the Certification issued with each version of the Software for a period of twelve (12) months from installation of the Software. The sole remedy in the event of any warranty claim shall be replacement of the Software.

provided that it is notified promptly to the Contractor within the period specified above. For the purposes of this Condition, such notification shall consist of a HelpDesk call being raised by the Authority/User. Upon receipt of any HelpDesk call, the Contractor shall determine whether such call is covered by the Warranty condition and advise the Authority accordingly. The warranties as set out for the Software shall be conditional upon adherence to the licence in DEFFORM 701 (Head Agreement For Licence Terms For Commercial Software Purchase By The Secretary Of State For Defence) as laid out in Schedule 23 (DEFFORM 701 - Head Agreement For Licence Terms For Commercial Software Purchase By The Secretary Of State For Defence) to the Contract, or any subsequent iteration of the DEFFORM 701 as laid out in Schedule 23 (DEFFORM 701 - Head Agreement For Licence Terms For Commercial Software Purchase By The Secretary Of State For Defence) as agreed between the parties. The Contractor does not warrant any use of the Software outside that stated in the Certificate of Design supplied with the Software and the warranties provision of this Condition and also those of any other implied or incorporated warranties to any such use. In the event the Software is used outside of the terms stated in the Certificate of Design supplied with the Software then, except to the extent the law would otherwise prohibit such limitation of liability, the Contractor shall not be liable for any loss thereby directly or indirectly arising.

- d. The warranties set out in this Condition are the sole warranties in relation to the Software with any other warranties, conditions or other terms which might have effect between the Parties or be implied or incorporated into this licence or any collateral Contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- e. The Contractor shall be entitled to make a charge for work performed (including redelivery to the Authority) as a result of a claim under this warranty where the investigation of reported faults shows the warranty does not apply or no fault is found to exist.
- f. A 3% provision is included within the price for the management and handling of the warranty of twelve (12) months offered to the Authority for LEAPP In Service Support.

47.12 Not Used

47.13 Russian and Belarusian

- a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
- (1) the Contractor Deliverables and / or Services contain any Russian / Belarussian products and / or services; or
 - (2) the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
 - a. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and / or
 - b. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- b. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and / or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and / or entities on the provision of the Contract Deliverables and / or Services.
- c. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and / or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate

48.6 Obligations of the Authority

- a. The Authority shall provide reasonable assistance and shall cooperate with the Contractor with respect to the implementation of the Exit Plan.

Contract JSENS/00199 for the Provision of LEAPP In Service Support

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Company Name Lockheed Martin UK Ampthill]:

Name, Title and Company Position	██████████, Commercial Manager, Lockheed Martin UK Ampthill Ltd
Signature	██████████
Date	09 June 2025

For and on behalf of the Secretary of State for Defence

Name and Title	██████████ GBAD Senior Commercial Officer
Signature	██████████
Date	09/06/2025