



Ministry
of Defence



CONTRACT N° MSS/114

SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS



**MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR
ELECTRICAL AND CONTROL SYSTEMS**

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Ministry
of Defence



Mr Jake Thomas
Commercial Manager
Marine Systems Support

030 679 86070

Jake.Thomas156@mod.gov.uk

Defence Equipment & Support
NH3, Birch 3c, #3331
Abbey Wood
Bristol
BS34 8JH

Rolls-Royce Power Engineering plc
P.O. Box 3
Gypsy Patch Lane
Filton
Bristol
BS34 7QE

Your reference:

Our reference: MSS/114

Date: 02 March 2023

For the attention of: Danny Ratcliffe
(Commercial Manager)

Dear Sirs,

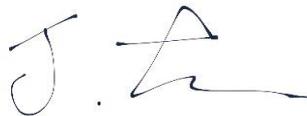
OFFER OF CONTRACT: MSS/114 FOR THE PROVISION OF SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

1. You are hereby informed of the Authority's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the Contract terms and conditions which will take effect on acceptance by you of the Authority's Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 business days of the date of this Offer. Your acceptance of the Authority's Offer must be unqualified. If you do not accept the Authority's Offer within the period specified, then the Authority's Offer will lapse.
3. No Contract will come into existence until you have accepted the Authority's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:
 - a. work undertaken by you; or
 - b. costs incurred by you.
4. When you have accepted the Authority's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.

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5. Where no price is stated in the price column of the Schedule of Requirements:
 - a. You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to assist with pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis should show the amounts included under such headings as: Direct Labour (man hours and wage rates); Overheads; Materials; Bought out parts; Sub-contracted work; Special Jigs, tools etc; and Profit.
 - b. You must identify separately amounts in respect of work placed with subsidiary companies or firms. You must also identify separately any other relevant information or explanations, e.g. of amounts included for contingencies, and provide explanations of these. In particular, if the wage rates or overhead rates are not those last agreed with the Authority, you must give an explanation of the basis on which they have been calculated.
6. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
7. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
8. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.
9. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J. Thomas', with a stylized flourish at the end.

Mr Jake Thomas
Commercial Manger, MCIPS
Marine Systems Support

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**Ministry of Defense
Acceptance of Offer of Contract**

To: Mr Jake Thomas

We acknowledge receipt of your Authority's Letter of Offer, reference MSS/114 dated **02 March 2023**, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority's offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Contract. We confirm that we are proceeding with the work.

We agree that the Contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

Offer and Acceptance	
<p>A) Offer</p> <p>Contract MSS/114 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 16 March 2023 by signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Signed by:</p> <p>Name (Block Capitals): MR JAKE THOMAS</p> <p>Position: Commercial Manager</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory:</p>  <p>Date: 2 March 2023</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Authority's Contract letter reference MSS/114.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Signed by:</p> <p>Name (Block Capitals): DANNY RATCLIFFE</p> <p>Position: Commercial Manager</p> <p>For and on behalf of Rolls-Royce PLC</p> <p>Authorised Signatory:</p>  <p>Date¹: 14th March 2023</p>
<p>COMMERCIAL MANAGER</p>	
<p>D) Tier 1 Sub-Contractor data:²</p> <p>Name: ATEC</p> <p>Value of work (£ ex VAT): Firm value in Year 1 of £120,000. Additional subcontractor scope and value in Year 1 and subsequent years of the contract (Years 2-7) is subject to the placement of PO's and TAF's from MoD.</p> <p>Location Of Work: Manchester, UK</p> <p>SME: Yes</p>	

¹ The date of unqualified acceptance by signature is the effective date of the Contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/>

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Schedule of Requirements (SOR)

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Contractor Name and Address: Rolls-Royce Power Engineering plc P.O. Box 3 Gypsy Patch Lane Filton Bristol BS34 7QE	MINISTRY OF DEFENCE SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS	Contract No: MSS/114 Dated: 20 March 2023
SHIP/SERVICE APPLICATION: Type 23 Frigates and Hunt Class - SRMH		

SCHEDULE OF REQUIREMENTS		
ITEM No	DESCRIPTION	TOTAL FIRM PRICE (VAT Ex)
	In accordance with the detailed requirements set out in the Statement of Support Requirements (SOSR) and the Terms and Conditions, the Contractor shall deliver the requirements defined in Activity 1 to 5	
1	Activity 1 – Service Management (see Contract Annex A - SOSR)	Contract Annex B1
2	Activity 2 – Provision of Spares (see Contract Annex A - SOSR)	Contract Annex B2
3	Activity 3 – Equipment Upkeep Management (see Contract Annex A - SOSR)	Contract Annex B3
4	Activity 4 – Post Design and Technical Services (see Contract Annex – A - SOSR)	Contract Annex B4
5	Activity 5 – Proactive Obsolescence Management (see Contract Annex A - SOSR)	Contract Annex B5

THE CONTRACT IS SUBJECT TO THE ATTACHED CONDITIONS

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MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Terms and Conditions of Contract MSS/114

By and Between:

DES Ships Commercial - Marine Systems Support
Ministry of Defence, Birch 3A #3321,
Abbey Wood, Bristol, BS34 8JH

and

Rolls-Royce Power Engineering plc
P.O. Box 3
Gypsy Patch Lane
Filton
Bristol
BS34 7QE

(together “the Parties”)

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22. Performance Management
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26. Intellectual Property Rights (IPR)
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Annexes to the Contract

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PART A. DEFENCE CONDITIONS

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1. Defence Conditions (DEFCONs)

The Parties agree that the following standard conditions shall apply to this Contract in addition to any DEFCONs expressly incorporated in Part B (Special Conditions):

DEFCON	Edition	Description
5J	11/16	Unique Identifiers
23	08/09	Special Jigs, Tooling and Test Equipment
68	02/19	Supply of Data for Hazardous Articles, Materials and Substances
76	12/06	Contractor's Personnel at Government Establishments
113	02/17	Diversion Orders
117	10/13	Supply of Documentation for NATO Codification Purposes
127	12/14	Price Fixing Condition For Contracts Of Lesser Value Note: Applicable to any amendments <£250K requiring pricing activities.
129	07/19	Packaging (for Articles other than Munitions)
129J	18/11/16	The Use of the Electronic Business Delivery Form
502	05/17	Specification Changes
503	12/14	Formal Amendments to Contract Note: For the purposes of Clause 1 of DEFCON 503, the Authority's duly authorised representative shall be the Commercial Branch named at Box 1 of the Appendix to Contract (DEFFORM 111)
507	10/18	Delivery
513	11/16	Value Added Tax
514	08/15	Material Breach
515	02/17	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	05/18	Corrupt Gifts and Payment of Commission
522	11/17	Payment and Recovery of Sums Due
524	02/20	Rejection Note: For the purposes of Clause 4, the period specified shall be sixty (60) days.
525	10/98	Acceptance Note: For the purposes of Clause 4, the period specified shall be sixty (60) days.
526	08/02	Notices
527	09/97	Waiver
528	07/17	Overseas Expenditure, Import and Export Licenses Note: For the purposes of Clause 16, the periods are 30 calendar days.
529	09/97	Law (English)
530	12/14	Dispute Resolution (English Law)
531	11/14	Disclosure of Information Note: For the purposes of this Contract Clauses 7c, 7e and 7f of DEFCON 531 shall not apply. For the purposes of Clause 7d "other person" shall not be an employee of a competing organisation unless the Authority is seeking a follow-on Contractor under the circumstances of Contractor default or as otherwise provided for under the Contract.
532B	04/20	Protection Of Personal Data
534	06/17	Subcontracting and Prompt Payment
537	06/02	Rights of Third Parties
538	06/02	Severability

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DEFCON	Edition	Description
539	01/22	Transparency
550	02/14	Child Labour and Employment Law
566	10/20	Change of Control of Contractor
601	04/14	Redundant Material
602A	12/17	Deliverable Quality Plan
604	06/14	Progress Reports
608	10/14	Access and Facilities to be Provided by the Contractor
609	08/18	Contractor's Records
611	02/16	Issued Property
612	10/98	Loss of or Damage to the Articles
620	05/17	Contract Change Control Procedure
621A	06/97	Transport (if the Authority is responsible for Transport)
621B	10/04	Transport (If Contractor Is Responsible For Transport)
624	11/13	Use of Asbestos in Arms, Munitions or War Materials
627	12/10	Requirement for a Certificate of Conformity
630	02/18	Framework Agreements
637	05/17	Defect Investigation and Liability
642	06/14	Progress Meetings
644	07/18	Marking of Articles
647	04/19	Financial Management Information
656B	08/16	Termination for Convenience – over £5M Note: the periods of notice referred to in Clauses 1 and 6(b) of this DEFCON shall be six months and three months respectively.
658	10/17	Cyber
660	12/15	Official-Sensitive Security Requirements
670	02/17	Tax Compliance
694	07/18	Accounting for Property of the Authority
697	07/13	Contractors on Deployed Operations - CONDO

2. Pricing - Qualifying Defence Contracts

DEFCON	Edition	Description
800	12/14	Qualifying Defence Contract (QDC)
801	12/14	Amendments to Qualifying Defence Contracts – Consolidated Versions
802	12/14	QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts

3. Intellectual Property Rights

DEFCON	Edition	Description
14	06/21	Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs
15	06/21	Design Rights And Rights To Use Design Information
16	06/21	Repair And Maintenance Information
21	06/21	Retention Of Records
90	06/21	Copyright
91	06/21	Intellectual Property Rights in Software Note: Statements of Software deliverables are to be raised on a Case by Case basis for each TAF where appropriate
632	11/21	Third Party Intellectual Property – Rights and Restrictions

4. Quality Assurance Standards and Conditions

Standard	Edition/Part/Issue	Description
AQAP 2110	Edition D June 2016	NATO Quality Assurance Requirements for Design, Development & Production
AQAP 2105	Edition C Version 1 January 2019	NATO Requirements for Deliverable Quality Plans
DEFSTAN 00-45	Parts 1 (Issue 5) and Part 2 (Issue 4) and Part 3 (Issue 3)	Using RCM to Manage Engineering Failures
DEFSTAN 00-52	Issue 5	The General Requirements for Product Acceptance and Maintenance Test Specifications and Test Schedules
DEFSTAN 02-40	Parts 1 to 3, Issue 1	Requirements for the Preparation of Technical Publications
DEFSTAN 05-57	Issue 7	Configuration Management of Defence Material
DEFSTAN 05-61	Part 1, Issue 6	Quality Assurance Procedural Requirements (Concessions)
DEFSTAN 05-61	Part 4, Issue 3 and Amdt 1 dated 28/01/11	Contractor Working Parties
DEFSTAN 05-61	Part 9, Issue 5	Independent Inspection requirements for Safety Critical Items
DEFSTAN 05-99	Part 1 and 2, Issue 1	Managing Government Furnished Equipment in Industry
DEFSTAN 05-129	Issue 5	Contractors on Deployed Operations
DEFSTAN 05-135	Issue 2	Avoidance of Counterfeit Material
DEFSTAN 05-138	Issue 1	Cyber Security for Defence Suppliers
DEFSTAN 47-32	Issue 2	Rubber Hose and Hose Assemblies for Fluid Power Systems
DEFSTAN 81-41	Part 1, Issue 8 Parts 2, 4 and 5, Issue 7 Part 3, Issue 6	Packaging of Defence Materiel
DEFSTAN 81-130	Issue 4/1	Transportation, Handling, Storage and Packaging of Magnetically Sensitive Equipment

5. Defence Forms (DEFFORMs)

DEFFORM	Edition	Description
68	12/16	Hazardous Articles, Materials or Substances Statement by the Contractor
94	11/06	Confidentiality Agreement
111	18/11/16	Appendix – Addresses and other Information
129J	18/11/16	The Use of the Electronic Business Delivery Form
177	03/80	Design Rights and Patents (Sub-Contractors agreement)
315	12/19	Contract Data Requirement
528	05/17	Import and Export Controls

CORE CLAUSES

1. Definitions and Interpretations

1.1. In the Contract (as defined below) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

- a. 'Articles' means all goods (excluding Services) which the Contractor is required under the Contract to supply
- b. 'the Authority' means the Secretary of State for Defence, acting on behalf of the Crown
- c. 'business day' means any day excluding Saturdays, Sundays and public and statutory holidays in England and Wales
- d. 'Central Government Body' means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
 - i. Government Department
 - ii. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal)
 - iii. Non-Ministerial Department
 - iv. Executive Agency
- e. 'the Contract' means the agreement concluded between the Authority and the Contractor, including all specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement. In the event of contradiction, precedence shall be in accordance with Special Condition 3 (Precedence of Documents)
- f. 'Contractor Deliverables' means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract
- g. 'the Contract Price' means the price exclusive of Value Added Tax, payable to the Contractor by the Authority under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract
- h. 'the Contractor' means the party who, by the Contract, undertakes to supply the Articles, or perform the Service, or both for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any party to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority.
- i. 'the Commercial Officer' means the authority so designated in the Contract
- j. 'Firm Price' means a price, agreed for the Articles or Services, or both, which is not subject to variation

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- k. 'Fixed Price' means a price, agreed for the Articles or Services, or both, that is subject to variation in accordance with the variation of price provisions of the Contract
 - l. 'Issued Property' means any item of Government Furnished Equipment (GFE), including any Articles in connection with which the Contractor is required under the Contract to carry out any Service, issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority
 - m. 'loss' includes damage or destruction
 - n. 'materiel' is a generic term meaning equipment (including fixed assets), stores, supplies and spares
 - o. 'Government Furnished Assets' (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority.
 - p. 'Government Furnished Resource' (GFR) means MOD personnel loaned to the Contractor in connection with the Contract by or on behalf of the Authority
 - q. 'Government Furnished Information' (GFI) means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority
 - r. 'Government Furnished Facilities' (GFF) means buildings, parts of buildings, sites and other infrastructure issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority
 - s. 'month' means calendar month
 - t. 'person' includes any legal or natural person or persons
 - u. 'Project Manager' and 'Equipment Support Manager' mean the Authority so designated in the Contract
 - v. 'Representative of the Authority' in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision and identified in the Contract or in any subsequent notice to act for the purposes of the provision
 - w. 'Schedule of Requirements' means that part of the Contract which identifies, either directly or by reference, the Articles, Services or Contract Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Article, Service or Contract Deliverable
 - x. 'Services' means all services (excluding the supply of Articles) which the Contractor is required under the Contract to perform or to fulfil
 - y. the masculine includes the feminine and vice versa and words importing the neuter include the masculine and the feminine
 - z. all singular includes the plural and vice versa
- 1.2. 'Defence Reform Act' (DRA) 2014 means the primary legislation applicable to single source procurement. In the context of DRA:
- a. 'Single Source Contract Regulations' (SSCR) 2014, means the secondary legislation applicable to single source procurement

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- b. 'Qualifying Defence Contract' (QDC) means a single source contract which has been assessed, and which meets the criteria for a contract to which the DRA and SSCR must apply
 - c. 'Single Source Regulations Office' (SSRO) means the Non-Departmental Public Body acting as the independent expert for MOD single source procurement
- 1.3. References to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended or consolidated by any subsequent enactment, order, regulation, or instrument.
- 1.4. The heading to any Contract condition shall not affect the interpretation of that condition.
- 1.5. Any decision, act, or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority.
- 1.6. Unless excluded within the terms of the Contract or where required by law:
- a. references to submission of documents in writing shall include electronic submission
 - b. any requirement for a document to be signed or references to signatures shall be construed to include electronic signature, provided that a formal method of authentication as agreed between the parties is employed and the agreed method recorded in the Contract.
- 1.7. In addition to the provisions above, the following words and expressions shall apply to this Contract:

Applicable Law	Any applicable law, common law, legislation, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, and any applicable official request or requirement with which the relevant Party is bound to or is accustomed to comply.
Authority Disclosed Data	"Authority Disclosed Data" means information relating to the Authority, the Contractor or the Contractor Deliverables disclosed to the Contractor or a Contractor Related Party including: (a) the Contract Notice; (b) the Pre-Qualification Questionnaire; (c) information, data and documents disclosed during the tendering process; and (e) the Clarification Responses;
Authority Related Party	An officer, employee, Representative of the Authority, agent, adviser or contractor of the Authority or member of the armed forces (in each case acting in such capacity), other than the Contractor and Contractor Related Parties.
Calendar Day	Any day including Saturdays, Sundays and public and statutory holidays in England and Wales.
Clarification Responses	Answers, updates and other clarifications provided by the Authority to the Contractor during the tendering process.
Commencement Date	The date of inception of the Contract by the Contractor signing and returning to the Authority a DEFFORM 10.
Contractor's	The Contractor's employees, agents and subcontractors.

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Representative(s)	
Contractor Related Party	means one or more of: a. an officer, employee, representative, agent or adviser of the Contractor; b. a member of the Contractor Group; c. a Primary Sub-contractor and any further sub-contractor of any tier; and d. an officer, employee, representative, agent or adviser of a Sub-contractor.
Control Copy	As set out in Special Condition 26.4 (Intellectual Property Rights (IPR)).
Controlled Information	Any information which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is stated to be 'Controlled Information'.
CP&F	The Authority's Contracting, Purchasing & Finance e-procurement system.
Defence Conditions	The DEFCONs listed in Part A of the Terms and Conditions to Contract
Exit Management Plan	The Exit Management Plan at Annex K.
Expiry Date	The expiry date stated within Special Condition 2 (Contract Term).
Firm Rates	A rate agreed for the Services delivered under Activity 4 (Post Design and Technical Services) which is not subject to variation.
First Order	The first instance of the Authority placing a demand for Contractor Deliverables which were not priced prior to the Commencement Date.
First Order Articles	The Contractor Deliverables which are the subject of a First Demand.
Fixed Rates	A rate agreed for the Services delivered under Activity 4 (Post Design and Technical Services) which is subject to variation.
Force Majeure	Means an event beyond the control of the Authority and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: a. act of nature (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo c. rebellion, revolution, insurrection, or military or usurped power, or civil war; d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

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	<p>e. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the supplier or of his sub-contractors; or</p> <p>f. acts or threats of terrorism;</p> <p>g. World Health Organisation recognised Pandemics.</p>
Government Furnished Equipment (GFE)	Any Issued Property provided to the Contractor in accordance with DEFCON 611.
Information	Any information scientific, technical or otherwise irrespective of the manner in which it is presented including in the form of software and whether or not it is protected or capable of protection as Intellectual Property.
Intellectual Property Rights	Means patents, registered designs, trademarks, service marks (whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world and the term "Intellectual Property" will be construed accordingly.
Lead Time	The period between placement of an order and delivery of an Article.
New Provider	A third party or parties contracted (or to be contracted) by the Authority to carry out services and/or works similar to the Contractor Deliverables after Contract Expiry Date or termination.
On Time In Full	Delivery will be deemed to have been made "On Time In Full" when the quantity of items ordered is delivered in its entirety no later than the contracted delivery date, regardless of whether the entire quantity is delivered in one single delivery or over several partial deliveries (i.e if a quantity of 100 is ordered, a total quantity of 100 must be delivered no later than the contracted delivery date).
Performance Regime	The Key Performance Indicator (KPI) management regime set out in the Terms and Conditions of Contract (Performance Mechanism).
Primary Sub-Contractor	Means ██████████
Purchase Order Line	An individual Line on a Standard Purchase Order which details the Description of the deliverable together with the agreed price and contracted delivery date
Quality Plan	A plan which meets the requirements of AQAP 2105 and is in accordance with paragraph 5 relating to Activity 1 of Annex A (SOSR).
Standard Purchase Order	An Authority generated demand for Contractor Deliverables raised through CP&F

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Strip & Survey (Strip/Survey)	A Strip/Survey and BER, or Strip/Survey prior to Repair as appropriate and as set out in Annex B3.
Task	A request from the Authority for Contractor Deliverables to be provided by the Contractor in relation to Activity 4: Post Design and Technical Services, placed using a Task Authorisation Form (TAF).
Task Approval Form (TAF)	The form at Annex F used by the Authority to request Contractor Deliverables under this Contract.
TAF Approval	The Authority's approval of a TAF Response by the completion of all sections of Part C of Annex F (TAF).
TAF Closure	The Authority's acceptance of the supplied deliverables/services and closure of the Task by completion of Part D of Annex F (TAF).
TAF Proposal	The generation of a specific requirement by the Authority through the completion of Part A of Annex F (TAF).
TAF Response	The Contractor's proposed solution, including price, for meeting a TAF Proposal by the completion of Part B of Annex F (TAF).
Term	As set out in Special Condition 2.1 (Contract Term).

1.8. In this Contract, references to Defence Forms (DEFFORMs) shall mean the latest version of that document available.

2. Contract Term

2.1. Subject to the provisions of any right of early termination of this Contract, the term of this Contract shall be seven (7) years and shall commence on 20 March 2023 and shall expire on 31 March 2030 unless otherwise extended by mutual agreement ("the Term").

3. Precedence of Documents

3.1. If there is a conflict or inconsistency between any of the terms in the main body of this Contract and the Annexes or between any of the Annexes, the following order of precedence shall apply to resolve that conflict:

- a. The Special Conditions
- b. The Defence Conditions
- c. Annex A (Statement of Support Requirements (SOSR))
- d. Annex D (Performance Management)
- e. All other Annexes

4. Formal Amendments to the Contract

4.1. In addition to the provisions of DEFCON 503 (Edn 12/14) (Formal Amendments to Contract) and DEFCON 620 (Edn 05/17) (Contract Change Control Procedure), nothing said, done or written by any person, nor anything omitted to be said, done or written by any person, (including any employee or servant of the Authority) shall in any way:

- a. affect the rights of the Authority, or

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- b. modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or
- c. be deemed to be a waiver of rights of the Authority

unless made in writing and signed by the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) as the duly authorised representative of the Authority.

- 4.2. The Authority shall have no liability for any work undertaken by the Contractor which is the subject to an amendment, prior to the conclusion of any amendment in accordance with DEFCON 503 (Edn 12/14) and DEFCON 620 (Edn 05/17).
- 4.3. The Authority acknowledges that Rolls-Royce Power Engineering Limited may wish to novate this Contract (MSS/114) to Rolls-Royce Solutions UK Limited. The Authority agrees that, if requested by Rolls-Royce Power Engineering Limited it will enter into a novation agreement with Rolls-Royce Power Engineering Limited and Rolls-Royce Solutions UK Limited.

5. Configuration and Control Procedure

- 5.1. All changes to the Contract other than those pursuant to DEFCON 502 (Edn 05/17) (Specification Changes) shall be the subject of an amendment to the Contract issued and accepted in accordance with Special Condition 4 (Formal Amendments to the Contract).
- 5.2. The Contractor shall use a configuration control system to control changes to The Specification, as defined in DEFCON 502 (Edn 05/17). The configuration control system shall be compatible with ISO 9001:2015 or as specified in the Contract.
- 5.3. For the avoidance of doubt, any changes to the Specification under the provisions of DEFCON 502 (Edn 05/17) Clause 5, will be classed as a minor change and each change under DEFCON 801 (Edn 12/14) (Amendments to Qualifying Defence Contracts – Consolidated Versions) shall be classed as a formal change.

PARTIES RIGHTS AND OBLIGATIONS

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6. Obligations of the Authority

- 6.1. The Authority shall comply with all Applicable Laws in the performance of its obligations under this Contract.
- 6.2. The Authority gives no guarantee as to the amount of work to be provided, or the value of orders, taskings, demands or otherwise and TAFs to be placed under the Contract nor is it obliged to provide the Contractor with any orders, taskings or demands.

7. Obligations of the Contractor

- 7.1. The Contractor shall provide the Contractor Deliverables to the Authority in accordance with:
- a. the Statement of Support Requirements (SoSR) at Annex A
 - b. the Pricing Annexes at Annex B
 - c. any associated order or Task Authorisation Form (TAF) which shall be in the format in Annex F

8. Standards of Performance

- 8.1. The Contractor shall (and the Contractor Related Parties shall) provide the Contractor Deliverables in compliance with:
- a. all applicable Laws; and
 - b. any applicable Standards set out in the relevant order or Task Authorisation Form (TAF).

9. Contractor Related Parties

- 9.1. The Contractor shall at all times remain directly liable to the Authority for the due and proper performance of its obligations under this Contract and shall be responsible and liable for the acts and omissions of the Contractor Related Parties in relation to this Contract and the Services as if they were the acts and omissions of the Contractor.
- 9.2. Without limitation in respect of its actual knowledge, the Contractor shall for all purposes of this Contract be deemed to have such knowledge in respect of the Contractor Deliverables and other obligations under this Contract as is held (or ought reasonably to be held) by any Contractor Related Party.

10. Authority Related Parties

- 10.1. Subject to the provisions of this Contract, the Authority shall be responsible and liable for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

11. Authority Disclosed Data

- 11.1. Subject to Special Condition 14 (Fraudulent Statements):

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- a. the Authority does not make any representation or give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the Authority Disclosed Data; and
- b. neither the Authority nor any Authority Related Party shall be liable to the Contractor in contract, tort (including the tort of negligence) or for breach of any statutory duty or otherwise as a result of:
 - i. any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the Authority Disclosed Data; or
 - ii. any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to the Contract or the competition.

12. Contractor's Due Diligence

- 12.1. On entering into this Contract, the Contractor agrees it has been given an opportunity to carry out a review and investigation of the documents provided during the tendering process and the Clarification Responses, and shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) as a consequence of:
 - a. any information not being provided in the tendering process or the Clarification Responses where such information is not material
 - b. any fact or circumstance that has been fairly disclosed during the tendering process or the Clarification Responses
 - c. any fact or circumstance which the Contractor, or its agents or advisers were, or ought reasonably to have been, aware of as a result of the tendering process or the Clarification Responses

13. No Relief

- 13.1. Subject to Special Condition 14 (Fraudulent Statements), the Contractor shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) on the basis that it has relied upon any information, whether obtained from the Authority, Authority Related Party or other third party.

14. Fraudulent Statements

- 14.1. Nothing in this Contract shall exclude any liability which the Authority would otherwise have to the Contractor for statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract.

15. Progress Reporting

- 15.1. The Contractor shall provide progress reports in accordance with DEFCON 604 (Edn 06/14) (Progress Reports) on a quarterly basis, or as stated within the Statement of Support Requirements (SOSR) at Annex A, to establish the nature and the progress of the supply of Articles and /or Services being provided under the Contract and any order(s).

16. Quality Assurance

- 16.1. The Contractor shall comply with the Quality Assurance Standards and Conditions and the quality management requirements detailed in Annex A - (SOSR).

17. Environmental Management

- 17.1. The Contractor shall ensure that all activities performed under the Contract shall comply with certified environmental management standards based on ISO 14001:2015 or equivalent.

18. Tasking Process

- 18.1. Ad-hoc engineering support may be initiated by the Authority in accordance with the procedures stated in Activity 4 of the Statement of Support Requirements (SOSR) at Annex A.
- 18.2. The Contractor shall not commence the Ad-hoc engineering support until the Authority has raised and issued to the Contractor a Standard Purchase Order and the Contractor has acknowledged and accepted it.

19. Pricing

Activity 1: Service Management & Activity 5: Proactive Obsolescence Management

- 19.1. Firm prices for Activity 1 & Activity 5 shall be as detailed in Annex B1 to the Contract. Such prices are Firm for each year and are not subject to variation in any respect.

Activity 2: Provision of Spares

- 19.2. Prices for Activity 2 are set out at Annex B2 of these Terms and Conditions. Prices for year 1 are Firm Prices and are not subject to any variation in any respect. Prices for Contract Years 2 to 7 shall be calculated for each year in accordance with Special Condition 20 (Variation of Fixed Prices) and calculated from the baseline of Year 1.
- 19.3. Following receipt and acknowledgement of the Purchase Order, the Contractor shall follow the procedure set out in the Statement of Support Requirements (SOSR) at Annex A, Activity 2, paragraph 3.
- 19.4. Firm Prices for Activity 2 shall be paid by the Authority in accordance with Special Condition 23 (Payment).

Activity 3: Equipment Upkeep Management

- 19.5. Firm Prices for Strip, Survey (and BER) and Strip, Survey (and Repair) are set out Annex B3 of these Terms and Conditions. Prices for year 1 are Firm Prices and are not subject to any variation in any respect. Prices for Contract Years 2 to 7 shall be calculated for each year in accordance with Special Condition 20 (Variation of Fixed Prices) and calculated from the baseline of Year 1.
- 19.6. Following receipt and acknowledgement of the repair Purchase Order, the Contractor shall follow the procedure set out in the Statement of Support Requirements (SOSR) at Annex A, Activity 3.
- 19.7. Firm Prices for Activity 3 shall be paid by the Authority in accordance with Special Condition 23 (Payment).
- 19.8. The Firm Price agreed for each Strip, Survey and Repair as stated in Annex B3 shall be the total price payable by the Authority for all work required to affect the repair, irrespective of the condition or completeness of the Article when received by the Contractor; but subject to Paragraph 5 of Activity 2 of the Statement of Support Requirements (SOSR) at Annex A.

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Activity 4: Post Design and Technical Services

- 19.9. Tasking Firm Rates and Firm Travel and Subsistence Rates are set out at Annex B4 of these Terms and Conditions. Such rates are Firm Rates and are not subject to any variation in any respect during this period.
- 19.10. At the request of the Authority, the Contractor shall submit Firm Prices in respect of Activity 4 (Post Design and Technical Services) tasking requirements agreed between the Parties.
- 19.11. Such Firm Prices shall be submitted in accordance with the timescales set out in the Performance Indicators included in the Statement of Support Requirements (SOSR) at Annex A from the date of the Authority's request and shall be priced in accordance with the tasking Firm Rates detailed at Annex B4 hereto. For clarity, the tasking Firm Rates at Annex B4 include the rate of profit to be applied to the cost of a task and as such the price generated using the tasking Firm Rates will be a Firm Price that includes profit.
- 19.12. The Contractor shall ensure that full price breakdowns and explanations associated with sub-contract costs are included with each TAF submitted for repair/refurbishment work.
- 19.13. Under no circumstances shall the tasking mechanism under Activity 4 be used to provide prices for, or as a means of receiving payment for, the provision of Articles and Services that are not reasonably defined as being, or being part of, Post Design, Technical Services, or as otherwise defined within the Statement of Support Requirements (SOSR) at Annex A.
- 19.14. Firm Prices agreed for Activities 2 and 3 are subject to the Performance Mechanism detailed at Special Condition 21 (Incentivisation).
- 19.15. Items which are identified to be Priced on First Order (POFO) are to be priced at the first instance the Authority notifies the Contractor in writing that it has a requirement to place an Order for that Item. On receipt of such written notification, the Contractor is to submit a FIRM Price quotation to the Authority for consideration and agreement in accordance with the provisions of DEFCON127.

20. Variation of Fixed Prices

Activity 2 - Provision of Spares and Activity 3 - Equipment Upkeep Management

- 20.1. Tasking Firm Rates and Firm Travel and Subsistence Rates are set out at Annexes B2 & B3 of these Terms and Conditions. Such rates are Firm Rates for Year 1 and are not subject to any variation in any respect during this period. For Years 2 to 7 Firm Prices shall be calculated for each year in accordance with Special Condition 21.10.

$$V = P (a+b(O_i/O_0)) - P$$

Where:

V represents the variation of price.

P represents the FIRM Agreed Price as stated in Annex B for Year 1 of the Contract.

a represents the Non Variable Element (NVE) which shall be 10%.

b represents the Variable Element which shall be 90%.

$a+b = 1$

O represents the index K8ZU - All Services Gross Sector (SIC 2007)

O₀ represents the monthly average of index K8ZU - All Services Gross Sector (SIC 2007) for the base period [average of the 12 months immediately prior to the start date of the contract]

O_i represents the monthly average of index K8ZU - All Services Gross Sector (SIC 2007) across the financial year prior to the period for which variation is being added.

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20.2. For the purposes of this contract a variation modifier can be derived by completing the operation $(a+b(O_i/O_0))$. This variation modifier shall then be applied to each Firm Price in Annex B hereto to calculate Article and Repair prices for Years 4 to 7 of the Contract.

20.3. The Indices referred to in Special Conditions 21.1 and 21.2 above shall be taken from the following Tables:

For index K8ZU - All Services Gross Sector (SIC 2007): ONS Publication Services Producer Price Index (SPPI), Table 1: Services Producer Price Indices – Aggregate.

20.4. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for the Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the Term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.

20.5. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the Contract and before final adjustment of the final Contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.

20.6. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices shall then be applied.

20.7. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

20.8. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both Parties may consider whether any change in this provision would be appropriate.

20.9. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

20.10 Activity 1: Service Management

The rates recorded at Annex B are Firm Rates for Year 1 only. The rates do not include provision beyond this period for increases or decreases in the rates to be applied for Service Management. For the purposes of agreeing Firm Rates for each financial year during the period Years 2 to 7, the Contractor shall submit its proposed Firm Rates to the Authority six (6) months prior to the expiry of the current year's agreed Firm Rates. The Parties shall negotiate in good faith to agree and incorporate Firm Rates into the Contract within a three (3) month period of receipt of proposed Firm Rates. Subject to any delay in agreement of Firm Rates beyond the last year's agreed Firm Rates, the Authority reserves the right to continue to use the previous year's Firm Rates until such time as agreement is reached.

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Activity 4: Post Design and Technical Services

- 20.11. The rates recorded at Annex B are Firm Rates for Year 1 only. The rates do not include provision beyond this period for increases or decreases in the rates to be applied for PDS/Technical Services or Travel and Subsistence. For the purposes of agreeing Firm Rates for each financial year during the period Years 2 to 7, the Contractor shall submit its proposed Firm Rates to the Authority six (6) months prior to the expiry of the current year's agreed Firm Rates. The Parties shall negotiate in good faith to agree and incorporate Firm Rates into the Contract within a three (3) month period of receipt of proposed Firm Rates. Subject to any delay in agreement of Firm Rates beyond the last year's agreed Firm Rates, the Authority reserves the right to continue to use the previous year's Firm Rates until such time as agreement is reached.

21. Incentivisation

- 21.1. On Time in Full (OTIF) delivery of Purchase Orders under Activity 2 (Provision of Spares) and Activity 3 (Equipment Upkeep Management) of the SOSR is considered 'Key' to the performance of this Contract and therefore the following Incentivisation Mechanism will be applied to these Activities.

Incentive Fee and Disincentive Fee

- 21.2. For all Purchase Order Lines raised under Activity 2 and Activity 3 of the Contract, the following Incentive and Disincentive Fees will be applied:
- a. The Firm Price with no Incentive Fee or Disincentive Fee applied will be considered the 'Amber' Performance Price.
 - b. For each Purchase Order Line delivered 'OTIF' a + [REDACTED] % Incentive Fee will be applied to the 'Amber' Performance Price. This will be considered the 'Green' Performance Price.
 - c. For each Purchase Order Line delivered 'Late' a - [REDACTED] % Disincentive Fee will be applied to the 'Amber' Performance Price. This will be considered the 'Red Performance' Price
- 21.3. For the avoidance of doubt, Purchase Order Lines which are delivered early will be considered to have been delivered OTIF.
- 21.4. The + [REDACTED] % Incentive Fee will be paid on Delivery of Each Order Line in accordance with Special Condition 23 (Payment).
- 21.5. The - [REDACTED] % Disincentive Fee will be applied quarterly and claimed by the Authority following the Quarterly Progress review as follows:
- a. At the end of each quarter, the Contractor will submit an extract of Annex H to the Contract, detailing all Purchase Orders Lines delivered in the subject quarter, together with a summary detailing all Purchase Order Lines which were delivered late during that quarter. This extract will be used to determine the total value (if any) of 'Disincentive Fee' together with the value of any 'Incentive Fee' to be refunded, which is to be claimed by the Authority for the subject Quarter.
 - b. The Annex H extract will be reviewed at the Quarterly Progress Review for the subject quarter, and on agreement of the Annex H extract the Authority will submit an electronic invoice to the Contractor via CP&F.

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21.6. For the avoidance of doubt, and as an example, the Authority will assume a Green Performance Price of £ [REDACTED] set out within Annexes B that includes the + [REDACTED] % Incentive Fee, has an 'Amber' Performance Price' of £ [REDACTED]. Therefore, and in accordance with Special Conditions 23 and 24, where a Contractor's performance is Red and the 'Disincentive Fee' is - [REDACTED] % respectively, then the Authority shall seek from the Contractor a corresponding refund of £ [REDACTED] (i.e. - [REDACTED] % (£ [REDACTED]) 'Disincentive' in addition to recovery of [REDACTED] % (£ [REDACTED]) 'Incentive Fee' paid on delivery).

22. Performance Management

22.2. The Contractor will record all Purchase Order Lines placed under the Contract using the Inventory and Financial Reporting report at Annex H to the Contract. This annex will comprise the base data for the completion of Annex D2 (Performance Record) of the Contract

22.3. The Contractor will record their performance against each Key Performance Indicator (KPI) and Performance Indicator (PI) detailed at Annex D1 to the Contract, by completing the Performance Management Record (PMR) at Annex D2 to the Contract. These records shall be monitored by the Contractor and submitted as part of the Quarterly Work In Progress Report no later than five Business Days after the end of each Quarter, for review and agreement by the Authority.

22.4. Should a KPI or PI be reported at the RED performance measure for three consecutive months the Contractor is to submit a Recovery Plan as part of the next Quarterly Work In Progress Report. Progress against the Recovery Plan will be reported in each Quarterly Work In Progress Report and reviewed at the Quarterly Progress and Performance Review Meetings until the Contractor's level of performance achieves the Green performance measure.

22.5. Recovery Plans shall include as a minimum:

- a. A description of the delay including a brief explanation for the cause of the delay
- b. Any resultant impacts on future deliveries
- c. Actions to be taken in order to achieve a sustainable Green level of performance
- d. A brief schedule for the implementation of the actions and the achievement of a Green level of performance

23. Payment

23.1. Claims for payment in respect of work carried out under each Activity shall be invoiced by the Contractor in accordance with DEFCON 522 (Edn 11/17) (Payment and Recovery of Sums Due).

Activity 1 – Service Management

23.2. Claims for payment in respect of work carried out under Activity 1 relating to Service Management shall be made in accordance with the Firm Prices shown in Annex B1 to the Contract. Claims for payment shall be submitted quarterly by the Contractor and payments authorised by the Authority via CP&F following quarterly progress meetings and the acceptance of the Quarterly Progress and Performance Report.

23.3. Claims for payment in respect of work carried out under Activity 1 relating to Purchase Order Line processing shall be made Quarterly in arrears on the Authority's acceptance of the Quarterly Performance and Progress Report. The Contractor is to record the number of Purchase Order Lines processed together with the Firm Price agreed in Annex B1, and is to submit this record as part of the Quarterly Progress and Performance Report for review and acceptance.

23.4. Claims for payment in respect of work carried out under Activity 1 relating to the provision of Technical Packs for Activities 2 & 3 shall be made Quarterly in arrears on the Authority's acceptance of the Quarterly Performance and Progress Report. The Contractor is to record the

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number of Technical Packs produced together with the Firm Price agreed in Annex B1, and is to submit this record as part of the Quarterly Progress and Performance Report for review and acceptance.

23.5. Claims for payment in respect of work carried out under Activity 1 relating to the provision of a Technical Services Helpdesk shall be made Quarterly in arrears on the Authority's acceptance of the Quarterly Performance and Progress Report. The Contractor is to record the number of labour hours utilised together with the Labour Firm Rate for each Grade during each quarter, and is to submit this record as part of the Quarterly Progress and Performance Report for review and acceptance.

23.6 In addition to the above, a claim for payment relating to the following Activity 1 Contract Deliverables shall be made on delivery by the Contractor and acceptance by the Authority. A single claim for payment is to be submitted once all documents listed have been delivered:

- | | | |
|----|--------------|--|
| a. | MSS/114 D1-1 | Contractor Project Management Plan (PMP) – Final Version |
| b. | MSS/114 D1-2 | Contractor Quality Plan (QP) – Final Version |
| c. | MSS/114 D1-3 | Contractor Project Risk Management Plan. (RMP) – Final Version |
| d. | MSS/114 D1-4 | Contractor Project Risk Register Draft due |
| e. | MSS/114 D1-5 | Contractor Safety and Environmental Management Plan (SEMP) |
| f. | MSS/114 D1-7 | Contractor Configuration Management Plan |
| g. | MSS/114 D1-8 | Contractor Transition Management Plan |
| h. | MSS/114 D1-9 | Contractor Exit Management Plan |

23.7 Claims for payment in respect of work carried out under Activity 1 relating to the development, updating, and implementation of the Exit Management Plan will be claimed in accordance with the Prices detailed at Annex B1 to the Contract.

Activity 2: Provision of Spares

23.8 Claims for payment in respect of work carried out under Activity 2 shall be made in accordance with the Firm Prices shown in Annex B at the 'Green' Performance level and shall be made upon satisfactory delivery of all articles under each Purchase Order line and following dispatch of a copy of the DEFFORM 129J (Shipping Form) to the Authority's nominated Supply/Support Management Branch detailed at Box 4 of Annex Q (DEFFORM 111). Claims shall be submitted by the Contractor and payments will be authorised by the Authority and made via CP&F.

23.9 Claims for payment in respect of work carried out under Activity 2 relating to the undertaking of First Article Inspection Reports (FAIRs) shall be made Quarterly in arrears on the Authority's acceptance of the Quarterly Performance and Progress Report. The Contractor is to record the number of labour hours utilised together with the Labour Firm Rate for each Grade during each quarter, and is to submit this record as part of the Quarterly Progress and Performance Report for review and acceptance.

Activity 3: Equipment Upkeep Management

23.10 Claims for payment in respect of Strip, Survey and Repair work carried out under Activity 3 shall be made in accordance with the Firm Prices shown in Annex B at the 'Green' Performance level and shall be made upon satisfactory delivery of all articles under each Purchase Order line and following dispatch of a copy of the DEFFORM 129J (Shipping Form) to the Authority's nominated Supply/Support Management Branch detailed at Box 4 of Annex Q (DEFFORM 111). For Article(s) found to be BER, payment will be made following receipt by the Authority of the Strip and Survey Report and in accordance with the Firm prices shown in Annex B3. Claims shall be invoiced by the Contractor and payments authorised by the Authority and made via CP&F.

Activity 4: Post Design and Technical Services

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- 23.11. Claims for payment in respect of work carried out under Activity 4 relating to TAFs shall be made, utilising both the Labour Firm Rates and travel and subsistence Firm Rates shown in Annex B4, following satisfactory completion of all work and receipt of a TAF Part D signed by the Authority which shall be no later than thirty (30) Business Days following completion of the work by the Contractor. If no TAF Part D is provided within this time period, the Contractor shall assume the work is approved and may submit its claim for payment accordingly. Claims shall be submitted by the Contractor and payments authorised by the Authority and made via electronic transaction.

Activity 5: Proactive Obsolescence Management

- 23.12. Claims for payment in respect of work carried out under Activity 5 relating to Proactive Obsolescence Management shall be made, utilising the firm price shown in Annex B5 following successful completion of tasks under Activity 5. Claims shall be submitted by the Contractor and payments authorised by the Authority and made via CP&F. Payments will be made quarterly, following quarterly progress meetings.
- 23.13. In addition to the above, a claim for payment relating to the following Activity 1 Contract Deliverables shall be made on delivery by the Contractor and acceptance by the Authority. A single claim for payment is to be submitted once all documents listed have been delivered:
- a. MSS/114 D1-6 Contractor Obsolescence Management Plan
 - b. MSS/114 D1-6 Contractor Obsolescence Risk Register

24. Performance Levels

- 24.1. Payment for each complete and delivered Purchase Order line/repair Purchase Order line will be made via Electronic Transaction.
- 24.2. All Purchase Order lines/repair Purchase Order Lines, and their associated quantities, issued by the Authority in respect of Activities 2 and 3 shall be delivered 'On Time in Full' (OTIF) in accordance with the contractual lead times stated in Annex B. If the Contractor chooses to split delivery of a Purchase Order Line/repair Purchase Order Line then it shall be deemed OTIF if all part deliveries meet the contractual lead time. If delivery of a Purchase Order Line/repair Purchase Order Line is partially late then the Purchase Order Line will be deemed late in its entirety. The Contractor shall only record a Purchase Order Line/repair Purchase Order Line once on Annex I (Inventory and Financial Reporting Spreadsheet) and therefore are not to record split deliveries.
- 24.3. The percentage of Purchase Order Lines/repair Purchase Order Lines due in month that have been delivered OTIF shall determine whether the Contractor has met a Red or Green level of performance as detailed at Special Condition 22 (Performance Management).
- 24.4. Notwithstanding the Contractor's actual level of performance, the Contractor shall initially receive payment that includes 'Green' accords with the Firm Prices stated within Annex B.
- 24.5. The Authority shall recover any sums due from the Contractor on a quarterly basis by issue of an electronic invoice via Defence Business Services WEBIRIS and shall occur within the initial five (5) business days of the reporting period following completion of each quarterly performance review. The sum to be recovered shall be calculated in accordance with Special Condition 19 (Pricing).

25. Rights of Audit

- 25.1. The Contractor shall grant the Authority's nominated representative(s) or agent(s) reasonable access to the Contractor's systems and records relating to the Contract from the Contract Commencement Date. Contract Records shall be kept for a period of six (6) years after completion of the Contract.
- 25.2. The Contractor shall keep full and accurate records (including, without limitation, financial documents including Supplier quotations/tenders evidencing expenditure and income) with respect to the Contract.
- 25.3. The Contractor shall grant the Authority and its authorised representative(s) or agent(s) the right of access at all reasonable times to visit the Contractor's premises and to inspect and/or take copies from the records, relating to the Contract, and the Contractor shall provide all reasonable assistance at all times during the currency of the Contract, and for six (6) years after completion of all work there under, for the purposes of allowing the Authority and/or its authorised representative(s) or agent(s) to obtain such information as is necessary to:
- a. fulfil the Authority's obligations to supply information in relation to Parliamentary, Governmental, judicial or other administrative purposes; or
 - b. carry out an audit of the Contractor's compliance with the obligations set out in the Contract including, without limitation, the Contractor's obligations with respect to the meeting of performance and quality standards, the security and confidentiality of data, computer integrity and other security requirements; or
 - c. investigate suspected fraud or other impropriety by the Contractor, the Ministry of Defence and/or any third party in relation to the Contract, in which case the provisions of this Clause shall be to the powers of the law enforcement authorities granted by law; or
 - d. verify the accuracy of and appropriate application of charges and prices and any proposed or actual variations to the charges and prices in accordance with the Contract.
- 25.4. Subject to DEFCON 531 (Ed. 11/14) (Disclosure of Information) the Authority and its authorised representatives and/or agents shall treat as confidential all data and records accessed during any audit carried out pursuant to this Special Condition.
- 25.5. The Authority shall give a minimum of five (5) Business Days' notice of the exercise of its audit rights under this Special Condition, except:
- a. where overriding Government circumstances dictate (e.g. Ministerial /Parliamentary requirements); or
 - b. in the circumstances set out in Special Condition 25.3.c, in which case the Authority will be entitled to conduct an audit without notice; and
 - c. that there shall be a standing right for the Authority or its agent(s) to carry out a spot check audit in conjunction with progress meetings held at the Contractor's premises.

26. Intellectual Property Rights (IPR)

Security of Supply

26.1. In addition to the Intellectual Property Rights Conditions included within the General Conditions of Contract, the following shall also apply.

26.2. In the event that:

- a. the Authority decides to place a follow on contract with the Contractor for the continuing provision of the Contractor Deliverables which are the same as or similar to those provided under this Contract and the Contractor is unwilling or unable to accept, on fair and reasonable terms a follow on contract from the Authority; and/or
- b. the Contractor permanently discontinues its business for whatever reason and such business is not continued by a successor in interest to the Contractor to whom the relevant intellectual property rights have been transferred,

then the Authority shall have the right to obtain from the Contractor, or from the authorised trustees or receivers acting on behalf of the Contractor, sufficient data, code, information and license(s) required for the provision of the Contractor Deliverables as those provided under this Contract or such similar deliverables, articles or services. Such data, code, information and license(s) may be used royalty-free by the Authority or new provider to provide deliverables, articles or services similar to those provided under the Contract.

Private Venture Funding

26.3. The Contractor shall not introduce any private venture funding under this Contract without the prior written agreement by the Authority's Commercial Officer (as detailed at Box 1 of the DEFFORM 111). Unless the Contractor obtains such prior written approval from the Authority's Commercial Officer then it shall be assumed that no private venture funding was introduced

Records

26.4. Throughout the Term and for not less than seven (7) years thereafter, the Contractor shall maintain at least one copy ("the Control Copy") of information utilised or generated in performance of the Contract.

26.5. Any information for which the Contractor retains the rights within the Control Copy shall be clearly identified and duly marked and not be transferred to a third party.

26.6. The Control Copy shall be maintained in a logically structured electronic format agreed by the Authority and the Contractor, which when presented readily facilitates third party understanding of the information and its association with any article, process or material.

26.7. Except as authorised in writing by the Authority the Control Copy shall not be altered by the Contractor in any way which would render it inconsistent with the build standards of associated equipment including software or processes utilised in performance of the Contract.

26.8. The Control Copy shall be deemed to be the property of the Authority and shall be conspicuously marked by the Contractor as such. The Control Copy shall be supplied by the

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Contractor when requested by the Authority. The Contractor shall be entitled to be reimbursed for reasonable costs of delivery.

- 26.9. Following the Expiry Date or early termination of this contract if the Parties enter into a further contract requiring maintenance of the Control Copy, then the Contractor's obligations contained in Special Conditions 28.4 to 28.8 shall be governed by that contract.
- 26.10. If no further contract is entered into between the Parties after the Expiry Date or early termination, the Contractor shall within four (4) calendar weeks of the Expiry Date or early termination supply the Authority with the Control Copy.

27. Sub-Contracts

- 27.1. The Contractor shall not place any sub-contract or order involving design or development of the equipment required under this Contract without the prior approval of the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract).
- 27.2. The Contractor shall not enter into any commitment in relation to such work until the sub-contractor has entered into an agreement with the Authority in the form set out in DEFFORM 177 (Edn 03/80) (Design Rights and Patents (Sub-contractors Agreement)). Wherever possible, the request for approval should be accompanied by two copies of the agreement signed by the sub-contractor. If in any case the Contractor is unable to comply with this Special Condition, they shall report the matter to the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) and await further instructions before placing the sub-contract. The Authority will respond to any such reports within 20 days of receipt.

28. Cyber Security

- 28.1. The Cyber Risk Level assigned to this Contract is LOW as defined in DEFSTAN 05-138 (Issue 1) (Cyber Security for Defence Suppliers).

29. Transfer of Undertakings (Protection of Employment)

- 29.1. The Contractor shall comply with the terms and conditions of Annex I – Transfer of Undertakings (Protection of Employment) (TUPE).

30. Publicity

- 30.1. The Contractor shall not publicise, either directly or indirectly in any media release, public announcement, or public disclosure relating to this Contract or its subject matter, in any promotional or marketing materials, lists, or business presentations, without the written consent of the Authority for each such use or release in accordance with this Clause save as required through statutory regulations.

31. Information Regarding Prosecution or Proceedings

- 31.1. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the Law related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority.
- 31.2. Any convictions during the Term of the Contract for criminal breaches of the Law related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a Material Breach of the Contract.

OBLIGATIONS TO ASSIST POST TERMINATION OR EXPIRY

32. Exit Management Plan

- 32.1 The Contractor shall produce an Exit Management Plan and submit it for approval to the Authority within 12 weeks of the Commencement Date
- 32.2 The Contractor shall comply with the Exit Management Plan at Contract Annex K.
- 32.3 The Contractor shall update the Exit Management Plan on the earlier of:
- a. twelve (12) Months prior to the end of the Term; or
 - b. upon receipt of a notice of termination.
- 32.4 All such updates must be approved by the Authority and shall include any changes which the Authority requires in order to achieve a controlled Contract exit and transition to a New Provider or, if there is no New Provider, to the Authority.
- 32.5 The Contractor shall ensure that it is able to implement the Exit Management Plan throughout the Term.
- 32.6 The Contractor shall recover costs incurred for developing, updating and implementing the Exit Management Plan in accordance with Special Condition 23.7.

33. Warranty

- 33.1 The Contractor grants and the Authority accept the warranties set out in Annex N (Warranty) to the Contract, in respect of the following:
- a. the warranty set out in Annex N in respect of the performance of the repair of items of Goods (hereinafter called “the work”).
 - b. the warranty set out in Annex N in respect of spare parts supplied under the Contract.
 - c. the warranty set out in Annex N in respect of new parts supplied by the Contractor in the course of performing the work.
- 33.2 The said Warranties are provided for the sole benefit of the Authority and the obligations of the Contractor thereunder shall only apply insofar as the Authority has ownership of the spare parts supplied and the Goods upon which the work has been performed.
- 33.3 The Authority accepts that the express benefits of the Warranties attached hereto together with the express remedies provided to it in respect of the spare parts and services in accordance with the Contract represent the entire responsibility and liability of the Contractor to the Authority in respect of defects and deficiencies in the work or the spare parts or any other goods or services to be performed or supplied pursuant to the Contract. This Condition does not affect any liability the Contractor may have to a third party and shall not be construed as an indemnity by the Authority against claims originating with third parties, whether or not such claims are raised directly against the Authority.
- 33.4 The Contractor and the Authority agree that the price of the goods and services and other mutual agreements of the parties set forth in the Contract are arrived at having regard to:

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- a. The express warranties of the Contractor and the Authority's rights hereunder; and
 - b. The exclusions, waivers and limitations set forth in Special Condition 33.3 above.
- 33.5. In relation to Activity 1 (Service Management), the TAFs authorised under Activity 4 (Post Design and Technical Services) and work undertaken under Activity 5 (Proactive Obsolescence Management), if the Authority shows within twelve (12) months from the date of acceptance that any of the work undertaken or Goods supplied under the Contract are incomplete or inaccurate in any way, then the Contractor shall render such article complete and accurate at his own expense. The Authority accepts that this shall be the sole liability of the Contractor with regard to the adequacy of the work undertaken and that the Contractor shall be under no further obligation in this regard.

34. Limitation of Contractors Liability

Unlimited liabilities

- 34.1. Neither Party limits its liability for:
- a. death or personal injury caused by its negligence, or that of its employees, agents or subcontractors (as applicable);
 - b. fraud or fraudulent misrepresentation by it or its employees;
 - c. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d. any liability to the extent it cannot be limited or excluded by law.
- 34.2. The financial cap on the Contractor's liability set out in Special Condition 34.4 and Special Condition 34.5 below shall not apply to the following:
- a. for any indemnity given by the Contractor to the Authority under this Contract.
 - b. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions).
 - c. the Contractor's indemnity in relation to TUPE at Annex J (TUPE).
 - d. breach by the Contractor of DEFCON 532B and Data Protection Legislation.
- 34.3. The financial cap on the Authority's liability set out in Special Condition 34.4 below shall not apply to the following:
- a. for any indemnity given by the Authority to the Contractor under this Contract.
 - b. the indemnity given by the Authority in relation to TUPE under Annex J (TUPE); shall be unlimited; and

Financial limits

- 34.4. Subject to Special Condition 34.6 and to the maximum extent permitted by Law, the Contractor's total liability shall in no event exceed £[REDACTED].
- 34.5. The Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

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- a. in respect of DEFCON 76 [REDACTED] pounds (£[REDACTED]) in aggregate
- b. in respect of DEFCON 514 [REDACTED] pounds (£[REDACTED]) in aggregate
- c. in respect of DEFCON 611 [REDACTED] pounds (£[REDACTED]) in aggregate; and
- d. in respect of DEFCON 612 [REDACTED] pounds (£[REDACTED]) in aggregate

Consequential loss

- 34.6. Subject to Special Condition 34.1 and 34.2, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- a. indirect loss or damage;
 - b. special loss or damage;
 - c. consequential loss or damage;
 - d. loss of profits (whether direct or indirect);
 - e. loss of turnover (whether direct or indirect);
 - f. loss of business opportunities (whether direct or indirect); or
 - g. damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

Invalidity

- 34.7. If any limitation or provision contained or expressly referred to in this Special Condition 34 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Special Condition 34.

No double recovery

- 34.8. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

35. Force Majeure

- 35.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure" Event.
- 35.2 The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- 35.3 Subject to Clause 4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction

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of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

- 35.4 The maximum extension of time granted under this clause shall be limited to 12 months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

MSS/114 - SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex A

Statement of Support Requirements (SOSR)



Ministry
of Defence



ANNEX A - STATEMENT OF SUPPORT REQUIREMENTS - MSS/114 – SPARES, REPAIRS AND POST DESIGN TECHNICAL SUPPORT FOR ELECTRICAL AND CONTROL SYSTEMS

(Version v1.4)

Issued by:

DES Ships Commercial – Marine Systems Support
Ministry of Defence, Birch 3a,
Abbey Wood South, Bristol, BS34 8JH

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MSS/114 – STATEMENT OF SUPPORT REQUIREMENTS

INTRODUCTION – SUMMARY OF REQUIREMENTS

1. Background

1.1. Marine Systems Support (MSS) and in particular the Maritime Electrical (ME) – Platform Control and Indication (PC&I) Output Business Unit are responsible for the provision and Technical Through Life Support (TTLS) of various Electrical systems, equipment and items and require contractor support for defined In-service Support activities to assist in maintaining the capability of the following:

- Support of Electrical & Control Systems across T23, SRMH MCMV and V- Class Submarines.

1.2. The contractor shall manage the delivery of the requirement to meet the specified Key Performance Indicators (KPIs) and Performance Indicators (PIs).

2. Scope

2.1 The contractor shall undertake work defined in the following Activities:

- Activity 1 – Service Management
- Activity 2 – Provision of Spares and Consumables
- Activity 3 – Equipment Upkeep Management
- Activity 4 – Provision of Post Design and Technical Services
- Activity 5 – Proactive Obsolescence Management

2.2. All work activities under Activity 4 will be controlled via unique Job Identification Numbers (JINs) on Task Approval Forms (TAFs). Activity 2 and Activity 3 orders/demands will be placed and managed via the Contracting, Purchasing and Finance system (CP&F); it is mandated that all suppliers utilise this single system and arrange themselves the appropriate software. Activity 5 will be a contracted element and is described within that section of this document. Further information on using the CP&F system can be provided by the supplier; Exostar Email: info@exostar.com or Website: www.exostar.com

2.3. Articles covered by this Statement of Support Requirement (SOSR) are listed by their Nato Stock Number (NSN) and corresponding Inventory Management Code (IMC) within Annex “B”, these have been organised into three categories “Highly Likely”, “Likely” and “Rarely Likely” and these three categories indicate the authority’s view of likelihood of articles requiring provisioning or contractor support. This view is based on historical article activity. These annexes cover circa 700 NATO Stock Numbers (NSNs); the Authority requires pricing for articles in the Highly Likely category as marked on the worksheets, articles marked “Likely” will require pricing within six months of any contract award and if an article from the “Rarely Likely” category is required process is described within Activity 2 paragraph 2.2.2.

3. Glossary of Terms

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Acronym	Definition
AQAP	Allied Quality Assurance Procedure
ASG	Acquisition System Guidance
BER	Beyond Economic Repair
BR	Book of Reference
BS	British Standard
CBPA	Child Blanket Purchase Agreement
CIAP	Change Impact Assessment Process
CI	Configured Item
CM	Configuration Management
CMP	Configuration Management Plan
CofC	Certificate of Conformity
CONDO	Contractors on Deployed Operations
COSHH	Control Of Substances Hazardous to Health
COTS	Commercial Off The Shelf
CP&F	Contracting, Purchasing & Finance
CSR	Configuration Status Record
CV	Curriculum Vitae
DE&S	Defence Equipment and Support
DEFCON	Defence Condition
DEFFORM	Defence Form
Def Stan	Defence Standard
DLF	Defence Logistics Framework
DRACAS	Data Recording And Corrective Action System
DSA	Defence Sales Agency Technical Services
EMC	Electro Magnetic Compatibility
FMECA	Failure Modes Effects and Criticality Analysis
GQAR	Government Quality Assurance Representative
HSE	Health & Safety Executive
HSIS	Hazardous Stores Information System
iaw	In Accordance With
IMC	Inventory Management Code
IPC	Illustrated Parts Catalogue
IPD	Illustrated Parts Data
JIC	Job Information Card
JIN	Job Identification Number
JSP	Joint Services Publication
KPI	Key Performance Indicator
LMR	Land Magnetic Range
MCMV	Mine Counter Measure Vessel
ME	Maritime Electrical
MoD	Ministry of Defence
MPAS	Military Packager Approval Scheme
MSS	Marine Systems Support
MTBF	Mean Time Between Failure
NATO	North Atlantic Treaty Organisation
NCHQ	Naval Command Head Quarters
NFF	Not Fault Found
NGSM	Northrop Grumman Sperry Marine
NSN	NATO Stock Number
NTE	Not to Exceed
OEM	Original Equipment Manufacturer
OIA	Obsolescence Impact Assessment
OMP	Obsolescence Management Plan
OPDEF	Operational Defect

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PBS	Product Breakdown Structure
PC&I	Platform Control & Indication
PDS	Post Design Services
PI	Performance Indicator
PLC	Programmable Logic Controller
PM	Project Manager
PMP	Project Management Plan
PMS	Platform Management System
PO	Purchase Order
QA	Quality Assurance
QAFP	Quality Assurance Focal Point
QM	Quality Management
QMP	Quality Management Plan
QMS	Quality Management System
QP	Quality Plan
QPI	Quality Performance Indicator
RCM	Reliability Centered Maintenance
RMP	Risk Management Plan
SDK	Software Development Kit
SIL	Safety Integrity Level
SME	Subject Matter Experts
SOSR	Statement of Support Requirements
SPO	Standard Purchase Order
SPOC	Single Point Of Contact
SQEP	Suitably Qualified Experienced Person
SRMH	Single Role Mine Hunter
TAA	Technical Assistance Agreement
TAF	Task Approval Form
TS	Technical Services
TTLS	Technical Through Life Support
UKNCB	UK National Codification Bureau
UMMS	Unit Maintenance Management System
VAT	Value Added Tax
WIP	Work In Progress

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ACTIVITY 1 – SERVICE MANAGEMENT

1. Scope of Activity

1.1 Service Management defines the core operational framework under which the Contractor is best able to monitor and optimise the Contractor Deliverables provided to the Authority to ensure that they meet our Customer’s requirements (e.g. Naval Command).

2. Roles and Responsibilities of the Contractor

2.1. The Contractor shall be fully responsible for all aspects of the Contract including management of all work resulting from Activities 1 to 5 defined herein. The Contractor shall establish and maintain the necessary technical experience and resources to define, conduct, place and manage sub-contracts covering any of the Activities.

2.2. The Contractor shall nominate and maintain a permanent Project Manager (PM), who shall be in place by the Contract Commencement Date, and be responsible for the conduct of business for the Term of the contract. The PM must be suitably senior in the management organisation of the Contractor, hold appropriate delegations and authorisations to ensure both Key Performance Indicators (KPI) and Performance Indicators (PI) are met.

2.3. The Contractor shall identify from within its’ organisation key Finance, Commercial, Commodity Management, Technical, Quality Assurance (QA) and Safety Management personnel to act as Subject Matter Experts (SME) and to support and expedite the range of activities specified in this document. The Contractor shall identify this team of Suitably Qualified and Experienced Personnel (SQEP) and describe their respective specialist areas, roles, qualifications and experience. The key individuals shall include Single Points Of Contact (SPOC) for technical and commodity support that will also be responsible for the progressing of orders during a normal Business Day.

3. Contractor Deliverables

Deliverable Ref No.:	Description	Due by	Reviewed
MSS/114 D1-1	Contractor Project Management Plan (PMP)	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-2	Contractor Quality Plan (QP)	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-3	Contractor Project Risk Management Plan (RMP)	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-4	Contractor Project Risk Register	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-5	Contractor Safety and Environmental Management Plan	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-6	Contractor Obsolescence Management Plan (OMP)	Final version to be submitted within 12	Annually

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		weeks of Contract Award.	
MSS/114 D1-6	Contractor Obsolescence Risk Register	within 7 months of Contract Award.	Quarterly
MSS/114 D1-7	Contractor Configuration Management Plan	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-8	Contractor Transition Management Plan	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-9	Contractor Exit Management Plan	Final version to be submitted within 12 weeks of Contract Award.	Annually
MSS/114 D1-10	Asset Management Report (GFE Holdings List)	Provided ahead of Contract start.	Quarterly
MSS/114 D1-11	Quarterly Work In Progress Report	Within 10 Business Days of end of each quarter	Quarterly
MSS/114 D1-12	Annual Contract Review	Within 15 months of Contract start date.	Annually

4. Project Management

4.1. The Contractor shall deliver a Project Management Plan (PMP) to the Authority for approval within twelve weeks of the Commencement Date. The PMP shall incorporate all Activities under the Contract and the Contractor shall deliver in accord with the agreed plan. The Contractor shall produce and maintain documented processes and procedures within the PMP for the management of each Activity including all subcontract and delivery procedures required to discharge this contract.

4.1.1. The Contractor's PMP shall include:

- **Define Project**
 - Needs & Objectives
 - Assumptions
- **Manage the Delivery Stage**
 - Define the Team
 - Organisation Structure – Family Tree
 - Top Level Activities, Tasks & Plans
 - Statement of Project Manager's Contractual Delegations & Authorisations
- **Activity 1 - Service Management**
 - Define the Project Team including key Personnel
 - Project Management including decision structure & responsibilities together with QMP, RMP & CMP
 - Reference Performance Management Plans
 - Work in Progress (WIP) Reports
 - Quality Assurance, Control & Inspection Activities
 - Audits & Verification Activities to ensure Contract Compliance:
 - All under Activity 1

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- **Activity 2 – Provision of Spares & Consumables**
 - Task Description
 - Milestones
 - Control & the Team
 - Team Details - CVs
 - Process to Deliver

- **Activity 3 – Equipment Upkeep Management**
 - Task Description
 - Milestones
 - Control & the Team
 - Team Details - CVs
 - Process to Deliver

- **Activity 4 – Post Design & Technical Services**
 - Task Description
 - Milestones
 - Control & the Team
 - Team Details - CVs
 - Process to Deliver
 -

- **Activity 5 – Proactive Obsolescence Management**
 - Task Description
 - Milestones
 - Control & the Team
 - Team Details - CVs
 - Process to Deliver

4.2. The PMP shall be a 'live' document, updated by the Contractor annually (as per Table at Section 3 above) and as necessary throughout the Term of Contract, but particularly prior to each Project Review Meeting, to show proposals and details of all activities necessary to meet the requirements of the Contract.

5. Quality Management

5.1. The Contractor shall implement a Quality Management System (QMS) that meets at least the requirements of BS EN ISO 9001:2015 and is able to demonstrate that they have control of their processes. Quality Management (QM) is the process of ensuring that all the activities necessary to deliver a product that meets the Customers' requirements are planned (see paragraph 5.3 below) and are carried out effectively and efficiently. QM is focused not only on product/service quality but also on the means to achieve it. QM therefore uses quality assurance and the control of processes as well as products to achieve more consistent quality.

5.2. The Contractor shall comply with the requirements of AQAP 2110 (Edition 3) where their QMS meets the requirements of ISO 9001:2008. Upon transition of the Contractors' QMS to ISO 9001:2015, AQAP 2110 Edition 3 shall be superseded by AQAP 2110 Edition D for the purposes of the Contract. The Contractor shall inform the Authority upon achievement of QMS transition to ISO 9001:2015.

Quality Plan

5.3. The Contractor shall implement and maintain, for the Contract term, a Contract specific deliverable Quality Plan (QP) in accordance with the requirements of Allied Quality Assurance Procedure (AQAP) 2105. The QP shall address two complementary roles:

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- 5.3.1. It will describe and document the Contract specific QMS requirements necessary to satisfy the Contract requirements; and
 - 5.3.2. It will describe and document the planning of product realisation in terms of quality requirements for the product, needed resources, required control activities (verification, validation, monitoring, inspection and testing) and acceptance criteria.
- 5.4. The QP shall address all areas of AQAP 2105 but describe in detail:
- 5.4.1. Staff directly involved with QA (AQAP 2105 Sect. 4.4);
 - 5.4.2. Planning and control procedures for product realisation (AQAP 2105 Sect 4.7.1);
 - 5.4.3. Planning and control of design (AQAP 2105 Sect. 4.7.3);
 - 5.4.4. Configuration management control including application for concessions (AQAP 2105 Sect 4.7.7);
 - 5.4.5. Purchasing including control of sub-suppliers and 'flow down' of prime contract conditions (AQAP 2105 Sect. 4.7.4);
 - 5.4.6. Records of Contract/management review carried out both within the Company and with all sub-suppliers (AQAP 2110 Sect. 5.3);
 - 5.4.7. Control of non-conforming product including corrective and preventative action (AQAP 2105 Sect. 4.8.4);
 - 5.4.8. Monitoring and measurement of Customer satisfaction (AQAP 2105 Sect. 4.8.1);
 - 5.4.9. Counterfeit avoidance (DEFSTAN 05-135).

Quality Performance

- 5.5. Performance Indicators (PIs) included in Annex D1 will be used to monitor the Quality Performance on the contract.
- 5.6. The QP shall be delivered to the Authority for approval no later than 12 weeks following the date of contract award.

Quality Reporting

- 5.7. Once agreed, draft updates/amendments to the QP shall be submitted to the Authority monthly except where the QP remains unchanged. All updates will be agreed with the Authority and issued within 20 Business Days of submission to the Authority. The QP may be subject to Quality Assurance Representative surveillance activity to ensure compliance with the agreed Contract requirements.
- 5.8. The Contractor shall throughout the duration of the Contract advise the Authority of any impact on product quality or on the process and controls detailed within the QP resulting from revisions or changes to the Contractor's QMS.

Quality Assurance

- 5.9. For the purposes of the Contract and with regard to Allied Quality Assurance Publication (AQAP) 2110 (Edition D Version 1):
 - 5.9.1. A Certificate of Conformity is required as a deliverable for Articles delivered under the Contract.

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5.9.2. Rolls-Royce will use their own template Certificate of Conformity an example of which is included at Annex J as an alternative acceptable means of compliance when releasing products to the Authority. This is to include:

- 5.9.2.1 Contractor name and address
- 5.9.2.2 Contractor unique CofC reference number
- 5.9.2.3 Contract number and where applicable Contract Amendment number
- 5.9.2.4 Details of any approved concessions
- 5.9.2.5 Acquirer name and organisation
- 5.9.2.6 Delivery address
- 5.9.2.7 Contract Item Number from the Schedule of Requirements;
- 5.9.2.8 Description of Article or Service including part number, Specification and configuration status
- 5.9.2.9 NATO Stock Number (NSN) (where allocated)
- 5.9.2.10 Identification marks, batch and serial number(s) in accordance with the Specification
- 5.9.2.11 Quantities
- 5.9.2.12 A signed and dated statement by the Contractor that Articles or Services provided comply with the requirements of the Contract, and approved concessions.

5.9.3. Article conformance and traceability is a requirement of this Contract. The Contractor shall complete and submit a copy of the Certificate of Conformity when releasing Articles to the Authority. One copy is to be packaged with the Articles when dispatched to the specified delivery point. A second copy is to be provided the Authority's TTLS Manager on an on-request basis. Where more than one type of Article is being released on a single Certificate of Conformity, the Contractor shall refer to the Contract Schedule (Annex B to the Terms and Conditions of Contract) to identify those Articles that require traceability data to be recorded on the Certificate of Conformity.

5.10. The Contractor, having regard to Def Stan 05-135, shall ensure that Articles are free from counterfeit and/or replica parts.

6. Risk Management

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

6.1.1. Particular risks and their impacts; or

6.1.2. Risk reduction measure, contingency plans and remedial actions; and shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment process must be agreed by both the Authority and the Contractor before being approved and will include acknowledgement of which party(s) own the risks.

Risk Management Plan

6.2. The Contractor shall deliver, maintain and implement a Risk Management Plan (RMP) describing how risks will be controlled during the term of this Contract. The RMP will detail the top-level approach to be taken for risk management, through all aspects of the conduct of the Contract and be compatible and be assessed against the DES Risk Maturity Model in accordance with the Acquisition Systems Guidance (ASG) requirements <http://aof.uwh.diif.r.mil.uk/>.

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- 6.3. The RMP shall include, but not be limited to, the following:
- 6.3.1. a description of the Contractor's proposed risk management organisation, including subcontractors;
 - 6.3.2. the definition, categorisation and classification of risks;
 - 6.3.3. early identification of risk;
 - 6.3.4. a procedure for the management of residual risk and for ensuring that new potential risks are identified as they arise; and
 - 6.3.5. a risk reporting procedure.
- 6.4. Draft updates shall be submitted to the Authority monthly except where the RMP remains unchanged. All updates will be agreed with the Authority and issued within 20 Business Days of submission to the Authority; the template for which shall be agreed by the Authority's TTLS Manager.
- 6.5. The RMP shall be delivered to the Authority, for approval no later than 12 weeks following the Commencement Date. The template for which needs to be agreed with the Authority's TTLS Manager.

Risk Register

- 6.6. The Contractor shall deliver a joint Risk Register that includes all agreed risks between the Contractor and the Authority, including updates to risks, that impact upon the scope of the Contract. The Risk Register shall be in the format of Rolls Royce proposed proprietary Risk Register.
- 6.7. The Contractor shall identify to the Authority, recognised risks which impact upon the Contract within twenty Business Days of identification; regardless of whether the Contractor is responsible for taking mitigation action. These are to be identified on the Risk Register.
- 6.8. The RMP will subsume risks identified in the PMP and will include risks sub-let by the Contractor to their suppliers, sub-contractors and partners. The Contractor shall propose options to mitigate risks and document them in the Risk Register. Decisions on the mitigation measures proposed to be implemented will be developed by the Contractor and agreed with the Authority.

7. Safety Management

- 7.1. The Authority must be made aware immediately of any potential safety issues arising due to proposed modifications/new design. They should be informed of all measures required in order to limit the risk to safety and supply supporting evidence, as required, in order that a safety assessment/safety case can be conducted – sight of Safety and Environmental Management Plans will form a requirement. The Safety and Environmental Management Plan must, as a minimum include:
- 7.1.1. Access to Secure Sites
 - 7.1.2. Health & Safety
 - 7.1.3. Control of Hazardous Articles & Substances
 - 7.1.4. Montreal Protocol Substances and Restriction Evaluation Authorisation Chemicals (REACH)

Access to Secure Sites

- 7.2. Contractor's staff or representatives required to visit HM vessels and Shore Establishments shall have their access passes/documentation arranged by the Contractors security representative.

Health & Safety

- 7.3. The Contractor's staff or nominated representatives that attend on-board an HM vessel may possibly be exposed to potentially hazardous situations. The Contractor will therefore ensure that all staff in their direct and indirect employment has the necessary safety training for attendance on-board HM Ships and Submarines and furthermore that they are conversant with the Health and Safety at Work Act and that they are conversant with any safety precautions which are put in place on HM vessels.

Control of Hazardous Articles and Substances

- 7.4. Notwithstanding the obligations under the Health and Safety at Work Act 1974 and any other statutory requirements, throughout the Term the Contractor shall provide the Authority with full written information concerning every Article or substance which is hazardous or a risk to health and which is to be supplied in its own right or incorporated into or supplied with Article(s), including the Contractor's proposals for the safe and controlled disposal of every Article or substance which is hazardous or a risk to health.
- 7.5. The information required under Condition 7.4 above shall be provided in the form of a Safety Data Sheet in accordance with DEFCON 68 (Edn 02/19) (Supply of Hazardous Articles & Substances) which the Contractor shall complete and forward to the Authority in accordance with the instructions in that DEFCON.
- 7.6. Where a Safety Data Sheet has been produced in relation to a specific Article, a copy of the Safety Data Sheet shall accompany each such Article delivered under the Contract.
- 7.7. The Contractor shall ensure that these provisions are included in any Contracts let with their supply chain.

Montreal Protocol Substances and Restriction Evaluation Authorisation Chemicals (REACH)

- 7.8. If, at any time, in relation to work under the Contract, the Contractor becomes aware that they may need to use a Montreal Protocol or REACH listed substance, that they have not hitherto notified to the Authority, they shall, before proceeding with that work, so advise the Authority giving details of the utilisation.
- 7.9. The Authority reserves the right, throughout the duration of the Contract, to amend the list of substances on which the Contractor is required to make such a return, to align with changes in legislation including Protocols and / or any other form of obligation by which the Authority may be bound or choose to bind itself.

8. Disposal of Hazardous Material

- 8.1. The Contractor is to maintain a Control Of Substances Hazardous to Health (COSHH) Register of all MoD assets and recording the disposal of hazardous material(s). The Contractor is to maintain a hazard log recording the controlled disposal of hazardous material. This shall be included within the Safety and Environmental Management Plan. Where such disposal is necessary then a protocol will be required to describe the means by which such materials are disposed of to include methodology, quantity and certification to satisfy the appropriate authorities.

9. Reliability Centred Maintenance (RCM)

- 9.1. There may be a requirement for RCM reviews to be undertaken throughout the Term. These reviews will be Tasked under cover of individual TAFs under Activity 4. RCM reviews will meet the requirements of Def Stan 00-45, Parts 1 and 2, Issue 4, and Part 3, Issue 3. The RCM elements that may be covered under TAF will include, but are not limited to:
- 9.1.1. Failure modes effects and criticality analysis (FMECA).

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- 9.1.2. Data recording and corrective action system (DRACAS) implementation.
- 9.1.3. Maintenance/maintainability initial assessment in accordance with RCM/UMMS methodology.
- 9.1.4. Review and updating of Job Information Card (JIC).

10. **Obsolescence Management**

Obsolescence Management Plan

- 10.1. The requirements for the Obsolescence Management Plan are fully described within Activity 5.

11. **Configuration Management**

- 11.1. The Contractor shall establish, document and maintain a configuration management system compliant with Def Stan 05-57 (Issue 7) which defines the configuration control processes to be followed throughout the Term. This condition shall not be applied in retrospect to legacy systems, but will be required for new configuration activity, which would be funded under a TAF.

Configuration Management Plan (CMP)

- 11.2. The Contractor shall create and maintain a Configuration Management Plan (CMP) in accordance with Def Stan 05-57 (Issue 7).
- 11.3. To meet these responsibilities, the Contractor shall:
 - 11.3.1. Produce a CMP and submit for approval to the Authority within twelve (12) weeks of the Commencement Date.
 - 11.3.2. Inform the Authority of any proposed change affecting contractual requirements for fit form and function and of any difficulties in complying with the CMP.
 - 11.3.3. Establish CM Controls to ensure the effectiveness of the CM system.
 - 11.3.4. Provide the Authority with the Configuration Status Record (CSR) when a CI is amended.
 - 11.3.5. Provide a technical log to manage configuration control on individual equipment repaired or supplied to MOD Naval Stores..
 - 11.3.6. Communicate and exchange system interface information with other project teams, as agreed with the Authority.

12. **Non Conformity Reporting**

- 12.1. The Contractor shall be responsible for the provision of Non-Conformity Reports to the Authority where there is any deviation between the requirement and the finished product. This Report shall include all Part Nos. and Drawing Nos. of any missing or alternative items. This condition is applicable to Activities 2 & 3 only, and does not apply in retrospect to legacy articles.

13. **Asset Management Reporting**

- 13.1. In accordance with DEFCON 694 (Edn 07/19) the Contractor shall be responsible for the provision of a quarterly report and reconciled annual report of assets held on behalf of the Authority and shall include all repair work being undertaken by the Contractor or their designated sub-contractor

14. **Technical Support**

- 14.1. To ensure the continued and safe operation of the Articles covered by the Contract, the Contractor

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shall establish a Single Point Of Contact (SPOC) who shall be Suitably Qualified and Experienced Person (SQEP), and be responsible for responding to urgent technical queries from the Authority. Tasks will include, but not be limited to, assisting with identification of component parts and items from Commercial Off The Shelf (COTS) manuals or other technical publications and dealing with any equipment failures through the recommendation of the best course of corrective action and providing advice on the resolution of failures. Any technical query under this provision which exceeds 4 hours of work for the Contractor shall instead be addressed through means of a TAF, as explained in Activity 4 Paragraph 2 of this document, unless under exceptional circumstances. Costs incurred in support of technical queries which are not in excess of 4 hours shall be recovered by the Contractor on a Quarterly basis via a Standard Purchase Order.

- 14.2. The Contractor shall provide a helpdesk and query response service during normal business hours, Mon to Fri 08:00 to 17:30, to respond to queries relating to asset supply and inventory, technical and operational matters by phone or email.
- 14.3. The SPOC shall either:
 - 14.3.1. Respond to the queries within 2 Business Days; or the timescale requested; or
 - 14.3.2. Mutually agree a revised timescale and immediately justify to the Authority the inability to respond in the requested time-scale.
- 14.4. Under exceptional circumstances, to allow for Operational Defect (OPDEF) rectification through engineering support, the Contractor shall establish a 24 hour 7 days a week emergency contact number that shall be staffed by an appropriately authorised person.
- 14.5. The authorised person, as per 14.4 above, shall either:
 - 14.5.1. Respond to the queries within 4 hours; or the time-scale requested; or
 - 14.5.2. Mutually agree a revised time-scale and justify immediately to the Authority the inability to respond in the requested time-scale.
 - 14.5.3. If requested, arrange for engineering support to be available.
- 14.6. The Contractor shall acknowledge receipt of all communications within four business hours and shall maintain a detailed log of all communications.
- 14.7. The Contractor shall establish an electronic database to manage and monitor the provision of this Service. As a minimum, each query shall be identified by a unique identifier, clear title /description/NSN/part number, originators name with title/rank, name of platform the query relates to, details of information supplied, recommended follow-on action (if applicable), Contractor personnel actioning query, start date and time. The system shall also report on the category, status, elapsed time, date and time query closed and specified performance standards for each query.
- 14.8. The Contractor will be responsible for the confirmation of query completion. This does not apply to any follow-on work, such as TAFs, part ordering etc.
- 14.9. The Contractor shall incorporate changes or improvements resulting from this Service into the relevant documentation supporting the assets as part of the programme of work under Activity 4.
- 14.10. The Contractor shall provide engineers/staff with the necessary technical expertise to investigate reported defects in accordance with Activity 4.

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- 14.11 The Contractor shall provide, or arrange to have provided, updated information regarding modifications; design or drawing changes to all articles specified in this Contract in accordance with the provisions of DEFCON 117.

15. Transition Management

- 15.1. The Contractor shall produce a Contract Transition Management Plan. This document shall be submitted to the Authority for approval within 12 weeks of the Commencement Date. The plan shall include a programme of systematic reviews, audits and verification activities necessary to ensure implementation of and compliance with the requirements of the Contract and transition from existing Contractual arrangements.

16. Performance Management

- 16.1. Performance management is a critical activity that will be used to evaluate the Contractor's performance and assist in determining the appropriate level of performance fee to be applied. It will also generate information used by the Authority to monitor and maintain the availability of equipment and Items. Therefore timely and accurate performance management information will be critical in supporting the outputs under this Contract.
- 16.2. Performance under Activities 2 and 3 of the Contract will be measured through a series of Key Performance Indicators (KPIs). These KPIs will measure performance and time with the cost element being directly linked to these two elements through the Performance Regime under the Contract.
- 16.3. Performance Indicators (PIs) will also be used to measure quality, timeliness and responsiveness levels as indicated in Annex D of the Contract.

Performance and Financial Reporting

- 16.4. To enable the Contractor and the Authority to monitor both performance and financial activity, the Contractor shall provide a quarterly Work in Progress (WIP) Report utilising information derived from the Contractor's DEFCON 647 (Edn 04/19) financial management information returns. WIP Reports shall be submitted within 10 Business Days after the end of each month covering the preceding quarterly period. WIP Reports shall be issued in an electronic format for use with Microsoft Office Suite applications.
- 16.5. The WIP Report shall include but not be limited to:
- 16.5.1. A statement on the status of each Activity, identifying any current or perceived problems and actions intended to resolve or mitigate these.
 - 16.5.2. For each relevant Activity: details of and progress on orders placed in the reporting period, to include: items and quantities ordered by NSN with corresponding IMC (additionally serial numbers to be added and recorded where available), prices invoiced, monthly and cumulative value of orders received and Articles with quantities declared NFF and/or pre-repair and/or post-repair BER.
 - 16.5.3. For each relevant Activity: details of and progress on deliveries due in the reporting period; to include where delivery took longer than contracted, when delivery was made and reason for delay; this is to be reported as a negative variance in days from the contracted lead times.
 - 16.5.4. For each relevant Activity: delivery forecasts for those deliveries expected to be missed in the next reporting period, together with reasons for the delay.

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- 16.5.5. The value of work completed against TAFs in excess of £50K as a percentage (%) of the order value.
- 16.5.6. In respect of each Activity: a summary of all identified residual risks, risks resolved, solutions proposed and adopted. This is to include articles that have been subsequently identified as having longer lead times than contractually agreed, codification anomalies, cancelled order or reduction in order quantities, order discrepancies, order diversions or order amendments.
- 16.5.7. In respect of Activity 4: the status of each TAF.
- 16.5.8. Details of parts where obsolescence issues have arisen, covering details of parts affected and potential options for continued support.
- 16.5.9. A review of safety related issues, with mitigation and resolution proposals.
- 16.5.10. Defective material/non-conformances.
- 16.5.11. A graphical representation and numerical report of the Authority's spend profile against each Activity and spend on the Contract overall (figures to be ex VAT).
- 16.5.12. Progress on any demands made by the Authority for the supply of non-codified items and the provision of information to enable codification by the Authority.
- 16.5.13. Information related to new and existing Control of Substances Hazardous to Health (COSHH) items on the Contractor's Hazard log/register.
- 16.5.14. Outline opportunities identified within the supply chain to improve the reliability of the Asset(s) or to reduce lead times (eg. Bulk Buy, lifetime Buys etc.) guaranteeing delivery forecast.
- 16.5.15. Trending of Strip and Survey reports; review a percentage of the reports to ensure the process is fit for purpose.
- 16.5.16. Completing of order tracker spreadsheet at Annex H
- 16.5.17. Provision of all contracted quality related issues which shall include, but not be limited to, non-conformance reports/quality deficiency reports raised internally and externally and through the Supply Chain.

Project Review Meetings

- 16.6. A joint Project Review meeting covering performance and financial matters will be held between the Contractor and the Authority at quarterly intervals. The Project Review meeting will be chaired by the Authority with secretarial services provided by the Contractor. The Contractor will be responsible for drafting the agenda for all Project Review meetings and submitting it for agreement to the Authority 5 Business Days prior to all Project Review meetings. Draft Minutes of each Project Review meeting shall be submitted to the Authority for approval within 5 Business Days following the meeting being held. The Project Review meeting will be held at the Contractor's premises and Abbey Wood on an alternate basis, unless mutually agreed otherwise.
- 16.7. The Project Review meeting shall address, but not be limited to, the issues captured within the WIP Report.

17. Annual Strategic Review

- 17.1. An annual Strategic Review will be held at the Contractor's premises to review progress through the year and agree priorities and objectives for the following two years. The Contractor's overall

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performance against each Activity shall be reviewed, and anticipated future requirements under each Activity shall be discussed. In addition the Authority will provide an estimated 'forecast of demand' to give an indication of the anticipated volume of orders for the following 12 Month period. The Authority shall chair the meeting and the Contractor shall provide Secretariat services. Draft minutes shall be supplied by the Contractor to the Authority for approval within the two weeks following the Strategic Review meeting.

Annual Strategic Review Report

- 17.2. The Contractor shall submit an Annual Strategic Review report to the Authority two weeks prior to the Annual Strategic Review. The Annual Strategic Review Report shall include but not be limited to:
- 17.2.1. a statement on the status of each Activity under the Contract, identifying outstanding problems or delays and proposed resolutions.
 - 17.2.2. a programme plan that indicates progress made against planned milestones for completion of individual work items with value >£50,000.
 - 17.2.3. a summary of all identified high scoring residual risks, risks resolved, solutions proposed and adopted.
 - 17.2.4. a listing of all major problems outstanding and proposals for their resolution. Where trade-offs are proposed the effect on the overall programme against service requirements shall be presented.
 - 17.2.5. a spend profile against each Activity and the total Contract spend overall (all figures to be Inc. VAT).
 - 17.2.6. a summary of annual KPI performance metrics
 - 17.2.7. review of annual reports.

18. Hand-over Package

- 18.1. The Contractor shall within 4 calendar weeks of the Expiry Date or early termination supply the Authority with the Control Copy. Any additional requirements will be discussed and agreed six months prior to the contract expiring. If a successor contractor is nominated, there will be a hand-over period during which the Contractor shall complete current work and the successor contractor shall commence new work. The Contractor shall be required to liaise with the successor contractor during this period, the duration of which will depend on the amount of current work but shall not exceed the period stated in the Contract Conditions.

19. Bonded Store

- 19.1. The Contractor shall provide a bonded store to ensure the safe and quarantined handling of stock on behalf of the Authority. These items include:
- 19.1.1 Equipment that is routinely returned to RR for special investigation, inspection and modification under other Activities of the contract
 - 19.1.2 Equipment that is held as releasable stock as instructed by the Authority;
 - 19.1.3 Non-codified equipment that is held for a specific purpose, e.g. specialist test equipment, modification kits.

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- 19.2 The Contractor shall provide and manage a Bonded Store to support equipment related to the systems designed for the Equipment supported under this contract. This tasking is to include conducting the following tasks:
- 19.2.1 Provide a suitable environment to hold materials in a safe and secure manner
 - 19.2.2 Record all movement of stock to/from the store using MoD Form 650.
 - 19.2.3 Conduct an audit of stock held in the bonded store and submit lists of stockholdings on a quarterly basis. The report is to be submitted in Microsoft Excel format to the Authority's TTLS Manager.
 - 19.2.4 The list of stores is to include but not be limited to NSNs/RR Number/Description/Where fitted/Purpose where possible for stock, to aid the Authority in minimising holdings under this provision.
 - 19.2.5 All instructions for movement of Equipment will be authorised by email from the Authority's TTLS Manager.
- 19.3 Assets and equipment held under this provision is to be classed as GFE, and not held on the Contractor's ERP system.

20. Reference Test Facility Support

- 20.1 The Authority owns a D86 Reference Facility, which is to be located at the Contractor site, and has historically been used to investigate problems on existing T23/SRMH MCAS systems. It is also used for testing and development of new D86 software or hardware updates, thus saving valuable Fleet resources. The reference equipment is to be contained in its own room at the Contractor site. This provision covers the operating and management costs associated with the facility.
- 20.2 The Contractor is required to provide appropriate planned maintenance services to ensure that the Reference Facility is available and maintained sufficiently, to enable support to be provided to aid the investigation of ship defects and design/development activities. This shall include the following activities:
- 20.2.1 To provide a suitable, safe and secure location to host this facility within the Contractor premises.
 - 20.2.2 Provide all essential services to the Reference Facility, to allow proper operation of the equipment. This should include electrical supplies, lighting, temperature control, telephone facility.
 - 20.2.3 Power up the Reference Facility on a weekly basis, if not already in use, and conduct a basic functionality check to confirm system status and availability. Details of this test must be recorded in the Reference Facility logbook, which must be available for routine inspection in the Reference Facility Room.
- 20.3 Any additional requirements for the Reference Facility as deemed by the Authority shall be conducted under the TAF process, as outlined at Activity 4 Paragraph 2 of this document.
- 20.4 Performance of this provision will be monitored under PI 5 of Annex D, based on the availability (i.e. when serviceable and not offline/not functional) of the Reference Facility as a percentage of time (calendar days) the Test Reference Facility is available (excluding scheduled/planned maintenance). This will be referred to as Scheduled Availability.

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20.5 The MCAS systems (T23) have Shore Reference Facility (SRF) facilities consisting of articles networked in a similar configuration to a sub-set of a Ships fit system. The contractor is responsible for maintaining current arrangements with the OEM (Rolls Royce) and this will be concluded and authorised, with the Authority at periodic intervals.

20.5.1 The SRF shall not be used for any purpose other than that of this contract without the express permission of the Authority. This includes other contracts or tasks from the same Authority not subject to this contract. The SRF can be used for the testing of MCAS hardware articles wherever system compatibility allows.

20.5.2 The contractor should specify how it intends to use the SRF in the support of the contract. As a minimum, it is expected that the contractor will use the SRF:

- As a test bed during strip and survey activity.
- To perform Factory Acceptance Tests on new software versions before upload to ships fit systems.
- To trial repaired articles after repair purchase orders.
- To investigate software design shortfalls and issues identified by the user.

ACTIVITY 2 – PROVISION OF SPARES AND CONSUMABLES

1. Scope of Activity

- 1.1 The Contractor is to supply Permanent Spares and Consumable Spares when ordered by the Authority. This may be by the Manufacture, Procurement or the Supply of Articles.
- 1.2 'Articles' means permanent spares and or consumable spares, with spares meaning equipment and or items as listed at Annex B1 and B2.

2. Supply of Stock

- 2.1. The Contractor shall be required to supply Articles, when ordered by the Authority, to mitigate the risks to availability of equipment and/or items arising from routine maintenance and unforeseen in-service failures.
- 2.2. There may be a requirement to order Articles that have a NATO Stock Number (NSN) but are not included or priced as part of the Contract. When the Contractor receives such an order, within 15 Business Days the Contractor shall offer a Firm Price and indicative delivery period. Following agreement of the Firm Price and lead time the Article shall be included within the Contract to enable the Article to be supplied to the Authority within the agreed lead times. (The price of the Article shall remain Firm until Year 4 when VOP will apply in line with Ts&Cs condition 21).
- 2.3. There may be a requirement to order Articles that do not have a NSN and are not on Contract. When the Contractor receives such an order, the Contractor shall, within 15 Business Days offer a Firm Price and indicative delivery period. The Contractor shall provide the required information to enable codification as directed in DEFCON 117. Following codification the Article shall be included within the Contract to enable the Article to be supplied to the Authority within the agreed lead times. (Codification cost to be separately identified to the Authority).
- 2.4. The Contractor shall be responsible for notifying the Authority of all Hazardous materials appertaining to Articles listed in Annex B1 or B2. The Contractor shall also be responsible for the production of the data sheets appertaining to Hazardous materials or Substances utilised in the Articles listed in Annex B4. This shall be in accordance with DEFCON 68 (Edn 02/19) to enable MoD's Hazardous Stores Information System (HSIS) to be upheld.

3. The Ordering Process

- 3.1. Purchase Orders (POs) shall be placed by the Authority using the Electronic Purchasing System of Contracting, Purchasing & Finance (CP&F). POs will be sent to the Contractor in the form of a Child Blanket Purchase Agreement (CBPA) release. Each PO will generate a unique CBPA release number, referring as a minimum, to the Contract and details of the associated electronic PO. No work shall commence by the Contractor without receipt of such authorisation.
- 3.2. The lead time in working days stated against each item will commence upon issue of the PO by the Authority; not on receipt of the PO by the Contractor. The lead time agreed for each Article from issue of the PO up to the date of delivery to the Authority, or its nominated agent, is the maximum timescale acceptable.
- 3.3. Should the Authority require a reduction in the quantity ordered or require cancellation of the PO, then the Authority shall use an amendment to the PO via the CBPA Release to notify the Contractor accordingly. The amended PO shall refer to the original CBPA Release and shall constitute a formal amendment to the PO.
- 3.4. In the event of a reduction of quantity or cancellation the Authority may be liable to pay reasonable cancellation cost incurred by the Contractor, subject to a limit of the value of the original purchase

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order. The Contractor shall provide the Authority with a full breakdown of these costs within 20 Working Days from receipt of the amended/cancelled PO. In instances where the cancelled PO has Articles that are complete, part built, and/or parts have been procured to meet the cancelled/amended PO, then these Articles shall be vested in the Authority to meet future requirements. Details of the Articles and/or parts consigned shall be provided to the Authority at the same time as the Contractor's breakdown of cancellation costs.

- 3.5. Where packaging standards are increased above the level defined within the original PO, the Contractor shall submit a Firm Price quotation for any additional cost incurred to meet the new packaging standards within 10 Business Days from receipt and acceptance of the amended PO. No additional work, beyond the original agreed PO, shall begin until the Authority has authorised any additional costs.
- 3.6. The Contractor shall dispatch Article(s) to the Consignee address detailed within the CBPA Order release in accordance with DEFCON 5J (Edn 18/11/16), DEFCON 129J (Edn 18/11/16) and accompanying DEFFORM 129J (Edn 09/17).
- 3.7. When circumstances require the Article(s) to be diverted from the original consignment address direct to a vessel the Authority shall issue a Diversion Order, detailing the revised consignment requirements/address. In the event that this requires the Contractor to deliver the items in accordance with DEFCON 621B (Edn 10/04) the Contractor shall submit a Firm Price quotation for any additional cost incurred within 5 Business Days from receipt of the amended Release. No additional work beyond the original agreed PO shall begin until the Authority has authorised any additional costs.
- 3.8. The Contractor shall submit their invoice electronically via CP&F, in accordance with DEFCON 522 (Edn 11/17).
- 3.9. The Contractor shall supply Articles to the specification and part number identified within the characteristics of the NATO Stock Number.
- 3.10. Where the Authority places a PO for an Article that has a shelf life, then the Contractor shall ensure that the Article has a minimum of 11/12ths of its shelf life remaining on the date of dispatch to the Authority.
- 3.11. An Article identification plate conforming to Def Stan 02-723 shall be fitted to Articles as appropriate and annotated with the following: Contractor's Name; NATO Stock Number; Article Part Number; Description; Weight (if over 3kg); Model Number and Part Number. Deviations from using Article identification plates are to be agreed by the Authority's TTLS manager.
- 3.12. The Contractor shall notify the Authority together with supplying unique or special in store maintenance instructions for all Articles that invoke shelf-life requirement if applicable.

4. Concessions

- 4.1. Should the Contractor wish to deliver an Article to the Authority that does not comply in full with contract requirements a request for concession shall be raised in accordance with the requirements of Def Stan 05-61 (Part 1) (Issue 6). The request for concession shall include full and comprehensive details of the variation from the Specified Article, the impact on the safety of the Article, the changes in the cost and shall indicate the benefits to the Authority of its acceptance. Requests for concession shall be submitted to the Authority's designated Quality Assurance Focal Point (QAFFP) with a copy also being sent to the Authority's Project Manager.
- 4.2. The Contractor is responsible for processing concession applications from their sub-contractors; this responsibility is to be flowed down to all levels of the supply chain. If the prime Contractor identifies that the application pertains to a major non-conformance, the Contractor shall submit it to the Authority for a final decision. If the sub-contractor is the Article Design Authority, the sub-

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contractor must indicate their support by endorsement of the concession application form. When the Authority has made a decision, the concession form is returned to the Contractor who will forward it to the sub-contractor.

- 4.3. The Contractor is required to ensure suitable arrangements are in place with sub-contractors for the processing of major and minor non-conformances. The Authority may consider using the Services of the Government Quality Assurance Representative (GQAR) to ensure that the sub-contractor controls exercised by the Contractor are effective.
- 4.4. Rolls Royce shall use their own format concessions template which will comply with requirement 4.1 and 4.3 above.

5. Testing, Calibration and Magnetic Signature

Testing

- 5.1. All testing shall be carried out to the latest Production Test Specification in accordance with Def Stan 00-52 (Issue 4) or original manufacturers Commercial Standard and Acceptance Test Criteria. The Contractor shall provision for any special jigs, tooling and test equipment and technical equipment and information necessary to achieve this in accordance with DEFCON 23 (Edn 08/09). Any special jigs, tooling and test equipment primarily funded by the Authority (Defined as the Authority funding >50% of the asset's initial costs) under the Contract shall be owned by the Authority and registered as an asset on Annex N.
- 5.2. The Authority may, at its discretion, attend any testing to review or witness the test processes and results. The Authority shall give 10 working days' notice ahead of any such attendance.

Calibration

- 5.3. Any Calibration required shall demonstrate that the Article meets the relevant Specification. The Contractor shall carry out the following activities when supplying Articles:
 - 5.3.1. All Articles shall be inspected for conformity prior to dispatch.
 - 5.3.2. All Articles, requiring calibration, shall be calibrated and a Certificate of Conformity supplied with each Article, with a copy retained by the Contractor for the duration of the Contract. Articles requiring Certificate of Conformity will be detailed in Annex B.

6. Packaging, Handling, Storage and Distribution

- 6.1. The Contractor shall ensure any packaging solution meets the packaging standards as laid down in DefStan 81-41, Part 1, Issue 8, Parts 2, 4 and 5, Issue 7; Part 3, Issue 6 (Packaging of Defence Materiel).
- 6.2. The Contractor will be responsible for ensuring the correct standard of packaging is selected that will make certain the Article reaches the customer in a serviceable condition. Commercial retail packaging is the anticipated specification unless Annexes B1 or B2 identifies the Articles as requiring military packaging. If other Articles require military packaging this requirement will be included in the PO when raised.
- 6.3. Where military packaging is required, the Contractor shall undertake it in accordance with Def Stan 81-41 Part 1, Issue 8, Parts 2, 4 and 5, Issue 7; Part 3, Issue 6 (Packaging of Defence Materiel).
- 6.4. The Contractor will ensure that all spares/components designed to be handled manually must meet current HSE Health and Safety Manual Handling Regulations. This section removed from 063.

Packaging

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- 6.5. The Contractor shall comply with the requirements of Def Stan 81-41, Part 1, Issue 8, Parts 2, 4 and 5, Issue 7; Part 3, Issue 6 (Packaging of Defence Materiel) in respect of the packaging of Articles. Where an Article requires a Military level of packaging, such Articles shall be identified through the packaging code on the purchase order and in Annexes B1 or B2. The relevant packaging codes are:

Packaging Code	Packaging Level
05	UK Level J
06	UK Level N
07	UK Level P
08	Retail Trade Pack
09	Trade Package Bulk
10	Export Trade
11	Special Requirements

- 6.6. The Contractor shall either maintain Military Packager Approval Scheme (MPAS) certification/registration for the Term or shall sub-contract such services to an MPAS certified/registered Company against the requirements set out for the design of military level packaging in accordance with DEFCON 129 (Edn 07/19).

- 6.7. The Contractor shall notify the Authority if there is any change in the packaging authority or MPAS certification/registration during the Term.

Handling

- 6.8. The Contractor will ensure that all spares/components designed to be handled manually must meet current HSE Health and Safety Manual Handling Regulations.

- 6.9. It is MOD policy to provide protection for all electronic Articles deemed to be at risk from electrostatic discharge. The requirements for such protection are stated in BS CECC 00015, Part 1:1991EN 61340-5-1:2016 (Basic Specification for Protection of Electrostatic Sensitive Devices).

- 6.10. Where static sensitive devices or assemblies are known to be, or are suspected to be, sensitive to static generated voltages, such Articles shall at all times be handled, identified and packed in accordance with the requirements of BS CECC 00015, Part 1:1991 (Handling of Electrostatic Sensitive Devices).

- 6.11. Contractors engaged in the design, production, repair, servicing and packaging of Articles containing such Electrostatic Sensitive Devices are to provide adequate measures for protection. The Contractor shall ensure that similar facilities are also to be provided when their employees carry out work at a Government Establishment.

Storage

- 6.13. The Contractor shall identify Articles that either require special storage requirements and/or have a shelf life. Details are to be clearly displayed on the packaging and/or have a calibration date clearly being marked/labelled on the outside of the packaging (MM/YY).

- 6.14. Where the Authority places a PO for an Article that has a shelf life then the Contractor shall ensure that the Article has a minimum of 11/12ths of its shelf life remaining on the date of dispatch and or delivery to the Authority.

- 6.15. The Contractor shall advise what in store maintenance is required for Articles and the periodicity. Details shall be sent to the Authority's TTLS Manager.

Distribution

- 6.16. The Article(s) shall be delivered FCA (Free Carrier). The Consignee shall be identified on the PO.

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- 6.17. All import/export licenses and duties together with any additional VAT requirements will be the responsibility of the contractor. Where Articles require magnetic assessment (see 5.4 above), they shall be identified as such on the purchase order and consigned via the Land Magnetic Range.
- 6.18. The Contractor shall comply with the requirements of Def Stan 81-130, Issue 4 in respect of the packaging, handling, storage and distribution of magnetically sensitive Articles.

ACTIVITY 3 – EQUIPMENT UPKEEP AND SUPPORT

1. Scope of Activity

- 1.1 The Contractor shall provide the required 'strip and survey' and repair services for Articles listed at Annex B4. This shall be authorized by Purchase Order(s) from the Authority. These services shall include, but not be limited to, the Diagnostics, Repair, Testing, Calibration, Packaging and Management of all Authority owned Articles sent to the contractor.
- 1.2 "Articles" means Permanent Spares and/or Consumable Spares with Spares meaning Equipment and/or Items.

2. Overarching 'Strip and Survey' and 'Repair' Purchase Orders requirements

- 2.1. Purchase Order(s) (PO(s)) shall be placed by the Authority using the Electronic Purchasing System of Contracting Purchasing & Finance (CP&F). POs will be sent to the Contractor in the form of a Child Blanket Purchase Agreement (CBPA) release. Each PO will generate a unique CBPA release number referring, as a minimum, to the Contract and details of the associated PO. No work shall commence, by the Contractor, without receipt of such authorisation.
- 2.2. The Contractor shall report all PO(s) received to the Authority on a quarterly basis. The report shall include all PO(s) received throughout the Delivery of the term of the contract, with the most recent PO appearing at the top of the report (In date order). The report shall be delivered to the Authorities' TTLS Manager and Inventory Manager within 3 working days after the end of each quarter.
- 2.3. Discrepancies between Article(s) received by the Contractor and the corresponding CP&F CBPA POs (quantity, NSN, Part Number, description etc.) are to be clarified with the Authority, by e-mail within 6 working days of receipt of Article(s) by the Contractor.
- 2.4. Should the Authority require a reduction in the quantity ordered or require cancellation of the PO, then the Authority shall use an amendment to the PO via the CBPA Release to notify the Contractor accordingly. The amended PO shall refer to the original CBPA Release and shall constitute a formal amendment to the PO.
- 2.5. In the event of a reduction of quantity or cancellation the Authority may be liable to pay reasonable cancellation costs incurred by the Contractor, subject to a limit of the value of the original PO. The Contractor shall provide the Authority with a full breakdown of these costs within 20 Working Days from receipt of the amended/cancelled PO. In instances where the cancelled PO has Articles that are complete, part built, and/or parts have been procured to meet the cancelled/amended PO, then these Articles shall be vested in the Authority to meet future requirements. Details of the Articles and/or parts consigned, shall be provided to the Authority at the same time as the Contractor's breakdown of cancellation costs.
- 2.6. Where packaging standards are increased above the level defined within the original PO order, the Contractor shall submit a Firm Price quotation for any additional cost incurred to meet the new packaging standards, within 15 working days from receipt and acceptance of the amended PO. No additional work beyond the original agreed PO shall begin until the Authority has authorized any additional costs.
- 2.7. If the Contractor considers it necessary to transfer Article(s) allocated from one PO to another, details of such action or of any other deviations from the information included in the original PO(s) shall be notified to the Authority.
- 2.8. The Contractor will be required to account for the property of the Authority as defined in DEFCON 694 (Edn 07/19) and Def Stan 05-99, Issue 4, Amendment No 2. The agreed reporting format is included at Annex N to the Terms & Conditions.

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- 2.9. The Contractor shall be responsible for notifying, to the Authority, all Hazardous material appertaining to Articles listed in Annex B1 or B2. The Contractor shall also be responsible for the production and delivery of data sheets appertaining to Hazardous materials or Substances utilised in the Articles listed in Annex B4. This shall be in accordance with DEFCON 68 (Edn 02/19)..
- 2.10. The Contractor shall notify the Authority of any non-compliance to statutory legislation for any Article going through the Activity 3 Repair process in order to maintain its continued safety.
- 2.11. Initially modifications will be designed and implemented via the Activity 4 TAF process, subsequent modification will be included in Activity 3 repair price following agreement of the price for modification cost.
- 2.12. The Contractor shall repair/restore Article(s) to serviceable condition, such that it will satisfactorily meet the performance and design intent specified fit-form-function, or later agreed by formal concessions (Def Stan 05-61 (Part1)) granted by the Authority.
- 2.13. Where the Contractor cannot supply Articles to the full specification and part number identified by the characteristics of the NATO Stock Number, then the Contractor shall raise a request for concession in accordance with the requirements of Def Stan 05-61 Part 1. The request for concession shall include full and comprehensive details of the variation from the specified Article, the impact on the safety of the Article, the changes in the cost and shall indicate the reasons and benefits to the Authority of its acceptance. All requests for concession(s) shall be submitted to the Authority's designated Quality Assurance Focal Point (QAFP) with a copy also being sent to the Authority's TTLS Manager.
- 2.14. The Contractor is responsible for processing all concession applications from their sub-Contractors; this responsibility is to be notified to all levels of the supply chain. If the prime Contractor identifies that the application pertains to a major non-conformance, the Contractor shall submit it to the Authority for a final decision. If the sub-Contractor is the Article Design Authority, the sub-Contractor must indicate their support by endorsement of the concession application form. When the Authority has made a decision, the concession form will be returned to the Contractor who will forward it to the sub-contractor.
- 2.15. The Contractor is required to ensure suitable arrangements are in place with sub-contractors for the processing of major and minor non-conformances. The Authority may consider using the Services of the Government Quality Assurance Representative (GQAR) to ensure that the sub-contractor controls exercised by the Contractor are effective.
- 2.16. The Contractor shall dispatch Article(s) to the Consignee address detailed within the CBPA PO in accordance with DEFCON 5J (Edn18/11/16) , DEFCON 129J (Edn 18/11/16) and accompanying DEFFORM 129J (Edn 09/17).
- 2.17. The Contractor shall supply, repaired Articles packaged in accordance with the requirements of paragraph 3.8 below, to Ministry Stores Inwards Shippers, as specified in the PO or under a Diversion Order for urgent items.
- 2.18. When circumstances require the Article(s) to be diverted from the original consignment address direct to a vessel the Authority will raise a diversion order and will advise the revised consignment requirements/address by email. In the event, that this requires the Contractor to deliver the items in accordance with DEFCON 621B (Edn 10/04) then the Contractor shall submit a Firm Price quotation for any additional cost incurred within 5 Business Days from receipt of the amended PO. No additional work beyond the original agreed PO shall begin until the Authority has authorised any additional costs.
- 2.19. The Contractor shall submit their invoice electronically via CP&F, in accordance with DEFCON 522(Edn 11/17).

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3. Additional Strip and Survey PO requirements

- 3.1. Each 'Strip and Survey' Purchase Order shall be raised at the contractually agreed FIRM price for a 'Strip and Survey' (and NFF/pre-repair BER) and agreed firm 'Turnaround Time'.
- 3.2. The Articles for 'Strip and Survey' assessment will be issued to the Contractor under Contract Work Item terms and should arrive at the Contractors works within 15 Business Days of the date of the 'Strip and Survey' PO. If the Article(s) do not arrive within the timescales stated above the Contractor shall notify the Authorities' TTLS Manager and Inventory Manager by email within 3 working days.
- 3.3. The 'Turnaround Time' for Strip and Survey PO(s) will commence when the Contractor has received both the 'Strip and Survey' PO and the relevant Article(s). The 'Turnaround Time' will end on delivery of the Strip and Survey Report to the Authority's TTLS Manager and Inventory Manager. Adherence to the 'Turnaround Time' shall be assessed under KPI 2 of Annex D.
- 3.4. 'Strip and Survey' of each Article(s) shall be undertaken as soon as possible by the Contractor (or it's sub-contractors) following receipt of both the Article and the 'Strip and Survey' PO.
- 3.5. Strip and surveys shall be conducted i.a.w. manufacturer's guidance and the contractors proposed strip and survey methodology. As a minimum the stipulated requirements below shall be performed on each Article(s) by the Contractor (or its subcontractors) before the 'Strip and Survey' requirements can be considered to be complete:
 - 3.5.1. Initial visual assessment to determine the Article(s) overall condition on arrival/receipt.
 - 3.5.2. Initial functional checks to substantiate if the Article(s) has No Fault Found (NFF) or is considered pre-repair 'Beyond Economical Repair' (BER) or has intermittent/partial/full fault condition.
 - 3.5.3. Conduct detailed visual inspection of internal/external components for any sign(s) of corrosion, wear, bulging, cracking, partial discharge, bent or worn components, scorching or any other indication of degradation.
 - 3.5.4. For Articles with removable microprocessors, programmable logic units, hard drives, fans and discrete circuit cards these sub-components are to undergo functional tests to substantiate their working /fault state.
 - 3.5.5. For Articles with electronic or electrical sub-components, then these are to be continuity tested, insulation impedance tested and electronic functionally tested to substantiate their working /fault state.
- 3.6. After conducting 'Strip and Survey' activities the Article is declared:
 - 3.6.1. 'No Fault Found' (NFF) which is defined as the Articles(s) has been validated as having no fault or a simple repair and testing activities i.a.w. para 3.7 was able to be carried out to meet the 'serviceable as new' status. (This may be because of the possible simple nature of the fault and/or the associated low cost). Then the Contractor is to inform the Authority of this decision and return the Article to the store identified on the PO; no further instruction is required from the Authority. The Contractor is to note that only the agreed 'strip and survey' PO price shall apply in such cases.
 - 3.6.2. Pre-repair 'Beyond Economical Repair' (BER) which is defined in terms of the repair cost exceeding 75% of the Authority purchasing the Article on a new firm price basis. Then the Contractor is to cease all further work on the Article, and shall inform the Authority within the strip report that the Article is declared pre-repair BER. The Authority will then

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issue further instruction relating to the Article(s) declared pre-repair BER. On no account is the Article to be disposed of without written authorization from the Authority.

- 3.7 The Authority reserves the right to reject the Contractor's recommendation of Pre-repair BER and request a re-issue of the report and if necessary, further checks at no additional cost to the Authority if the report does not demonstrate with evidence that the minimum checks specified in para 3.3.5 above, have been performed in full.
- 3.8. If, following the event, that the Contractor has carried out all minimum checks and reports the Article(s) as pre-repair BER, then the Authority reserves the right to order the delivery of the Article(s) to a third-party agency or Company not subject to this contract (at the Authority expense) for external validation prior to the Contractor invoice of the PO. The Contractor will not be responsible for the provision of any technical documentation or test rigs should the Authority take the option of third-party external validation. If during this external validation a tangible fault is identified, the Authority reserves the right to withhold payment for the associated Strip and Survey activity. This right of the Authority applies even if the fault is identified on a sub-component below the efficient level of repair proposed by the Contractor. However, this Authority right does not apply in the following cases:
- 3.8.1. The identified fault provably occurred while the component was in the custody of the Authority or the third-party agency.
 - 3.8.2. The fault provably occurred as the result of the actions of any courier or delivery agent after the point the article is formally provided to them either to or from the third-party agency unless this courier was arranged by the contractor.
 - 3.8.3. In this case, the Authority reserve the right to withhold payment of the strip and survey until the external validation is completed by a third-party agency or company not subject to this contract.
 - 3.8.4. If, under the provisions of paragraph 3.3.8, the Authority decides to withhold strip and survey costs but subsequently decides to task the Contractor with the rectification of the defects identified by the third party, the Contractor is to commit to perform the repair of the third party identified defect. This will be actioned under a repair PO. In this event the Contractor will undertake an additional strip and survey to ascertain material state post third-party external validation.
- 3.9. A Strip and Survey Report shall be produced by the Contractor and forwarded to the Authorities TTLS Manager, within the 'Turnaround Time' proposed by the Contractor. The Report shall state whether a 'No fault found', 'Repairable' or pre-repair 'Beyond Economic Repair' recommendation is considered appropriate, and shall also reference the original PO number and any PO deviations and detail the extent of the work to be performed on each Article. The Strip and Survey report shall also include information on the following (when applicable) but not limited to:
- 3.9.1. Full Description of all Articles, including NSN's, Part Number's and Serial Numbers.
 - 3.9.2. Excessive wear/corrosion;
 - 3.9.3. Unusual wear patterns;
 - 3.9.4. Apparent lack of maintenance;
 - 3.9.5. Packaging defects;
 - 3.9.6. Completeness of article;
 - 3.9.7. A list of component parts with associated part costs that need to be replaced / repaired;

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- 3.9.8. Minor concessions required.
 - 3.9.9. The nature of the work to be undertaken;
 - 3.9.10. Modification State
 - 3.9.11. Reasoning for declaring Article NFF or pre-repair BER or repairable.
 - 3.9.12. Firm price cost of repair.
- 3.10. A copy of each Strip and Survey Report shall be retained by the Contractor for the term of the Contract. The contractor is to advise the Authority where it identifies the following trends in the strip and survey reports:
- 3.10.1 Failure – electrical (fatigue)
 - 3.10.2 Failure – mechanical (fatigue)
 - 3.10.3 Water damage (erosion, corrosion and overload as potential areas)
 - 3.10.4 User damage (overload)
 - 3.10.5 Unauthorised modification(s) / modification(s) deviating from specification
- 3.11. If the Contractor considers it necessary to transfer Article(s) allocated from one PO to another, details of such action or of any other deviations from the information included in the original Strip and Survey Report shall be notified to the Authority.
- 3.12. Once the Strip and Survey report is acknowledged and approved by the Authority's TTLS Manager, one of the following shall be approved by the Authority:
- 3.12.1 'Strip and Survey Only' at the agreed S&S Price which will be the total price payable (Ex-VAT)
 - 3.12.2 'Repair' at the agreed Repair price which shall be inclusive of the S&S Price, and shall be the total price payable (Ex-VAT)

4 Additional Repair Purchase Order requirements

- 4.1 On completion of all activities related to the Strip and Survey PO requirements, and if the Contractor's strip and survey report concludes that the Article is repairable, if approved by the authority, then the Authority shall amend/uplift the existing PO to reflect the Firm Price agreed for repair of the Article(s) – as per Annex B.
- 4.2. The 'Turnaround time' for Repair PO(s) will commence when the Contractor receives the 'Repair' Purchase Order and the relevant Article(s) (whichever is later). The 'Turnaround Time' will end on the date of Article(s) delivery to the Authority, or nominated Agent (including works) or confirmation of request for dispatch. Adherence to the 'Turnaround Time' shall be assessed under KPI of Annex D.
- 4.3. For the avoidance of doubt, the Firm Price agreed for each Repair shall be inclusive of the cost of the strip and survey, as stated in Annex B4. This shall be the total price payable by the Authority for all work required to successfully accomplish the repair, irrespective of the condition/completeness of the Article when received by the Contractor; but subject to the threshold stated in paragraph 3.3.6.2 above. When a repair is not agreed for an article that has undergone a Strip and Survey, then the firm price agreed for Strip & Survey shall be the total price payable by the authority.
- 4.4. Components that are deemed to be perishable, have a defined working life or are consumable. For example, rubber seals, gaskets, filters, springs, electrical brushes etc. shall all be replaced

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with new, when the life/use of the article being repaired has exceeded 50% of its total life expectancy/usage or the article/component shows sign of “wear and tear”.

- 4.5. A Repair Unit Identification Plate or if more appropriate a label, is to be fitted on Articles if an OEM Identification Plate was on the original drawing.

5 Post-Repair Beyond Economical Repair (BER)

- 5.1. The post-repair BER threshold is set at a cost up to 75% of the Authority purchasing an Article on a new firm price basis. However occasionally it may be necessary, because of operational reasons, to waive the post-repair BER Category; for example, if the item is in short supply and the lead time of a new build is not acceptable. The Authority will make a judgment on a case-by-case basis and will authorize repair as deemed appropriate; the cost of such a repair is to be negotiated.
- 5.2. In accordance with the Contractors approved obsolescence management plan, the Contractor may advise the Authority that repairs to Articles that exceed the 75% post-repair BER threshold present greater value for money than design change and purchase of alternate articles. In such circumstances the Authority will either provide written rejection of the recommendation or a repair shall be authorised via an amendment to the CBPA repair Purchase Order.
- 5.3. Notwithstanding the provisions of DEFCON 601 (Edn 04/14), Articles certified by the Contractor to be Beyond Economical Repair shall be subject to MOD Form 650/650A action.
- 5.4. Where the Authority agrees that an Article is BER, the Contractor shall dismantle the Article if it is considered by the Contractor that there is benefit in retrieving reusable/serviceable or repairable lower replaceable units and/or parts on economical or availability grounds. The details of these parts shall be provided to the Authority to enable further instructions to be issued. The costs of recovering useable components will be agreed under the Activity 4 TAF process. The use of these components in future repairs is to be approved by the Authority. Recovered components will be stored in the Bonded store. The Authority accepts that recovered components will have no Warranty and therefore Warranty claims of the higher assembly will be judged on a case-by-case basis to determine the cause of failure.
- 5.5. Any items agreed to be disposed of are either to be disposed in the “best interests of the Crown”, with any proceeds from the sale credited to the Authority or disposed of via the Defence Sales Agency (DSA).

6 Disposal of Hazardous Material

- 6.1. The Contractor will maintain a Control Of Substances Hazardous to Health (COSHH) Register of the Authority’s assets and record the disposal of hazardous material(s). The Contractor will maintain a Hazard Log recording the controlled disposal of hazardous material. Where such disposal is necessary then the Contractor shall generate a protocol that will satisfy the appropriate authorities, describing the means by which such materials are disposed of and shall include methodology, quantity and certification.
- 6.2. The Contractor shall manage equipment disposal in accordance with Waste Disposal Regulations (WEEE) and be responsible for the disposal for Articles Beyond Economical Repair (BER). Taking due regard of paragraph 3.5 above, the Contractor shall submit to the Authority full details of any Article(s) that are considered to be BER and surplus material at the earliest opportunity with disposal proposals. Disposal must not be initiated without the prior agreement of the Authority and must be conducted in accord with Def Stan 00-051 and Waste Disposal Regulations (WEEE).
- 6.3. Where it can be demonstrated that retention of part repairable items for reuse will deliver savings to the MoD, without compromising availability, reliability or Safety, then the Contractor shall demonstrate such savings to the Authority for agreement. Additional work to prove that reuse

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does not compromise availability, reliability or safety will be agreed by both Parties under the Activity 4 TAF process.

7. Testing and Calibration

- 7.1. The Contractor shall provision for any special tools, test rigs, jigs and miscellaneous equipment required. DEFCON 23 (Edn 08/09) shall apply.
- 7.2. All testing shall be carried out to the latest Production Test Specification in accordance with Def Stan 00-52 (Issue 4) or original manufacturers Commercial Standard and Acceptance Test Criteria. The Contractor shall provision for any special jigs, tooling and test equipment and technical equipment and information necessary to achieve this in accordance with DEFCON 23 (Edn 08/09). Any special jigs, tooling and test equipment primarily funded by the Authority (Defined as the Authority funding >50% of the asset's initial costs) under the Contract shall be owned by the Authority and registered as an asset on Annex N.
- 7.3. Articles that require calibration shall demonstrate that the Article meets the relevant Specification.
- 7.4. All meters and indicators and other Articles that are identified within Annex B as requiring calibration shall be calibrated and a Certificate of Conformity (CofC) supplied with each. Also a CofC copy shall be sent to the Authorities TTLS manager and the Contractor shall further retain a copy for a period of 6 years after contract end.
- 7.5. All configurable electrical and electronic Components and Items shall be programmed with software before dispatch.
- 7.6. The Authority may, at its discretion, attend any testing and calibration, to review or witness the test and calibration processes and results.
- 7.7. All Articles shall be inspected for conformity prior to dispatch.

8. Packaging, Handling, Storage and Distribution

- 8.1. The Contractor shall ensure any packaging solution meets the packaging standards as laid down in DefStan 81-41, Part 1, Issue 8, Parts 2, 4 and 5, Issue 7; Part 3, Issue 6.
- 8.2. The Contractor shall be responsible for ensuring the correct standard of packaging is selected that will make certain the Article reaches the customer in a serviceable condition. Commercial retail packaging is the anticipated specification unless military packaging is defined in Annex B which identifies those Articles requiring military packaging. If other Articles require military packaging then this requirement will be included in the repair PO when raised.
- 8.3. Where an Article requires a military level of packaging, such Articles shall be identified through the packaging code on the repair PO. The relevant packaging codes are:

Packaging Code	Packaging Level
05	UK Level J
06	UK Level N
07	UK Level P
08	Retail Trade Pack
09	Trade Package Bulk
10	Export Trade
11	Special Requirements

- 8.4. The Contractor shall either maintain Military Packager Approval Scheme (MPAS) certification/registration for the Term of this Contract or shall sub-contract such services to an

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MPAS certified/registered Company against the requirements set out for the design of Military level packaging in accordance with DEFCON 129.

- 8.5. The Contractor shall notify the Authority if there is any change in the packaging authority or MPAS certification/registration during the Term of this Contract.
- 8.6. It is MOD policy to provide protection for all electronic equipment deemed to be at risk from electrostatic discharge. The requirements for such protection are stated in BS EN 61340-5-1:2016 (Basic Specification for Protection of Electrostatic Sensitive Devices).
- 8.7. Where static sensitive devices or assemblies are known to be or are suspected to be sensitive to static generated voltages, such Articles shall at all times be handled, identified and packed in accordance with the requirements of BS IEC 6134 2018 Part 5-1.
- 8.8. Contractors engaged in the design, production, repair, servicing and packaging of Articles containing such Electrostatic Sensitive Devices are to provide adequate measures for protection. The Contractor shall ensure that similar facilities are also to be provided when their employees carry out work at a Government Establishment.
- 8.9. The Contractor will ensure that all Articles designed to be handled manually must meet the current HSE Health and Safety Manual Handling Regulations.
- 8.10. The Contractor shall identify Articles that either require special storage requirements or have a shelf life. Details shall be clearly displayed on the packaging.
- 8.11. Where the Authority places a repair order for an Article that has a shelf life then the Contractor shall ensure that the Article has a minimum of 11/12ths of its shelf life remaining on the date of dispatch to the Authority.
- 8.12. The Contractor shall advise what in store maintenance is required for Articles and the periodicity. Details shall be sent to the Authority's TTLS Manager.
- 8.13. The Article(s) shall be delivered FCA (Fee Carrier). The Consignee shall be identified on the Repair PO.
- 8.14. All Import/Export Licenses and Duties together with any VAT requirement will be the responsibility of the Contractor.

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ACTIVITY 4 – POST DESIGN & TECHNICAL SERVICES

1. Scope of Activity

- 1.1 The Contractor shall provide, when Tasked by the Authority, Post Design Services (PDS) and Technical Services (TS) within the scope of the definitions in this Activity 4, to afford for continuing mission capability and system availability.
- 1.2 The Contractor shall provide Suitably Qualified and Experienced Personnel (SQEP) to carry out any such Tasks authorised by the Authority. As far as is practicable, the Contractor should seek to ensure that the personnel deployed on a Task remain the same throughout the period of that Task. The Contractor shall include a provision within this Contract for the training to maintain SQEP and with the Authority's approval may deploy additional Service Engineers for training purposes.
- 1.3 The Contractor may be required to attend a Government Establishment and in doing so is reminded of their obligations under DEFCON 76 (Edn 12/06) to notify the Authority of any health and safety hazards, risks associated with such hazards, or precautions which should be taken emanating from such risks, resulting from work performed at a Government Establishment under the Contract. The Contractor should familiarise itself with any entry restrictions, safety training or security clearances necessary for such attendance.

Post Design Services

- 1.4 The Contractor may, as Tasked, be required to support the following PDS Activities:
 - 1.4.1. **Equipment Design Upkeep** - To investigate design shortcomings, defect reports, equipment failures, equipment interface studies, operating problems (OPDEFs and then rectify) as reported by Ships staff and as directed by the Authority.
 - 1.4.2. **Equipment Modifications** - To design, develop and test modifications for equipments and/or items and if applicable their installations. The Submarine design change process; KP2.31 incorporating the 'Change Impact Assessment Process' (CIAP) is to be invoked for all modifications. Modification embodiment instructions are to include in-situ test instructions to confirm the correct operation of the new or revised functionality.
 - 1.4.3. **Obsolescence** - To develop, manufacture, test and approve design changes proposed under Activity 5.
 - 1.4.4. All Equipment and/or Item design changes and/or modifications shall adhere to the standards required for the Task as defined in the TAF Part A.
 - 1.4.5. The Contractors staff visiting and working in HM Ships and Submarines in support of this contract shall be SQEP and hold valid authorisation to visit and work in Ships and Submarines. The contractor's staff are to be made aware that adherence to all local Ship and Submarine Safety Instructions is mandatory.

Technical Services

- 1.5. The Contractor may, as Tasked, be required to support the following TS activities:
 - 1.5.1. **Technical documentation** – The production, review and/or update of Books of Reference, Illustrated Parts Catalogues (IPC), systems handbooks and other support documentation to represent the latest in service equipments and/or items capturing data on all modifications and/or change requests shall be completed by means of a TAF under Activity 4.

- 1.5.2. **Drawing Pack Support** – The production, review and update of equipment and/or item drawings and submarine datum pack drawings shall be completed by means of a TAF under Activity 4.
- 1.5.3. **Engineering and Project Support** - To include planning and programming, technical evaluations, technical reviews, statements of work, investment appraisals, through life costings and cost of ownership assessments, capability assessments, performance appraisals, risk assessments and analysis, Reliability Centred Maintenance (RCM) studies and RCM documentation reviews.
- 1.5.4. **Safety Assessments** – To assist with and/or participate in safety assessments, hazard assessments and the generation of the relevant safety case and/or safety case reports in accordance with DSA02 (MOD Shipping Regulations “DSA02-DMR-Shipping Regulations” www.nsass.or.uk) and Def Stan 00-056. The Contractor may also be required to provide a safety case for any new-to-service equipment.
- 1.5.5. **Trials, Testing and Evaluations** – To support land and platform-based trials, analysis of operation and user feedback.
- 1.5.6. **Installation, Setting to Work & Commissioning** – To embody new equipments, updates and modification kits, including setting to work and commissioning. To support the removal of equipment and, where disposal is required, conduct such activity in accordance with environmental legislation. All of these tasks shall be completed by means of a TAF under Activity 4.
- 1.5.7. **Training** - To provide support to the development of training materials and the provision of training services.
- 1.5.8. **Technology Evaluations** - To include the provision of advisory and research reports, a ‘technology-watch’ and reporting service, and technology roadmaps.
- 1.5.9. **Independent Evaluations and Reports** - to include the provision of impartial expert advice, analysis, research and development activities, from 3rd party SMEs, OEMs and academic institutions.

2. The Tasking Process

- 2.1 Tasks will be initiated by means of a formal Task Approval Form (TAF) a copy of which is enclosed as Annex F and consists of four parts:

Part A: Proposal – sets out the Authority’s requirements and outputs of the Task;

Part B/B1: Proposition – sets out the Contractor’s solution, associated costs and **Firm Price for the Task; the Contractor shall complete and return to the Authority within 4 weeks unless otherwise agreed between the parties.**

Part C: Internal Approvals – captures the internal approval of the task allowing formal authorisation to proceed.

Part D: Completion – captures and records the Contractors confirmation that all work and deliverables have been satisfied.

- 2.2 Each Task will be allocated a unique and sequential reference number. Issue numbers will only vary where the TAF has been subjected to a duly approved amendment to the Task.
- 2.3 Each TAF will have an associated Project Plan; in the form of a Gantt Chart, and will be produced by the Contractor. This will be noted on the TAF Part A as a core item identified by a greyed out

box. The Contractor is to provide a firm price for the generation of the Project Plan as part of the completion of Part B.

- 2.4 On receipt of a TAF with completed Part A, the Contractor shall complete Parts B and B1 and return it to the Authority within the timescale stated in the TAF, or 2 weeks if not specified. This will be measured as a PI. If the Contractor is unable to meet the TAF B turnaround time within the scheduled month then the Contractor is to renegotiate a new TAF B turnaround time. Also, the Contractor's Firm Price quotation shall be broken down under the headings specified in the TAF at Part B1 and shall utilise the labour and travel/subsistence rates agreed under the Contract at Annexes B5 and B6. Any costs associated with the provision of any additional special jigs, tooling and test equipment shall be agreed between the Parties under Part B1 of the tasking process.
- 2.5 Other than for those reasons set out at paragraph 2.8 below, the Authority shall in no way be liable for any costs incurred by the Contractor until such time as formal approval of the TAF and the agreement of costs have been provided by the Authority.
- 2.6 Upon approval by the Authority at Part C, the Authority shall raise a CP&F Standard Purchase Order (SPO) which will be sent to the Contractor as the approval to commence work and enable payment upon the satisfactory conclusion of the Task.
- 2.7. Upon satisfactory completion of all activities authorised under the TAF, the Contractor shall complete Part D (Task Closure) and forward to the Authority for agreement. Following receipt by the Contractor of Part D signed by the Authority, the Contractor shall claim payment by raising an electronic invoice against the relevant CP&F SPO.
- 2.8 In exceptional circumstances which requires the Contractor to operate at very short notice, for example over the course of a weekend, where it is not possible to fully prosecute the above process and agree a Firm Price in advance, authorisation for work to proceed may be given by the Authority Commercial Manager by email or, if outside normal hours, by telephone with an email confirmation on the very next Business Day. Such authorisations will include a Not to Exceed (NTE) price equating to a provisional price for the purposes of pricing under DEFCON 127 (Edn 12/14) which, in any case, shall not exceed an equivalence of 48 man-hours plus any directly associated travel and subsistence costs

3. Contractors On Deployed Operations (CONDO)

- 3.1 The Contractor and/or his sub-contractor(s) may be requested to provide direct support at a location defined as an Operations Area within the meaning and provisions of Def Stan 05-129 (Issue 5).
- 3.2 The Contractor shall ensure that all service engineers have suitable up to date travel and medical documentation in order to expedite rectification of defects on vessels deployed overseas.

4. Performance Standards

TAFS

- 4.1 Performance under this activity will be measured against a Performance Indicator (PI) relating to the response time for submission of a Firm Price to the Authority in respect of the Part A (Scope) of a Task Approval Form.

ACTIVITY 5 – PROACTIVE OBSOLESCENCE MANAGEMENT

1. Scope of Activity

- 1.1. 'Proactive Obsolescence Management' means the delegated responsibility from the Authority to the Contractor to produce and implement a forward-looking Obsolescence Management Plan (OMP). The Contractor is to screen, identify items at Risk - items as listed within Annex B, monitor and forward project market availability of at Risk items up to 7 years into the future.
- 1.2. The production and implementation of the management elements of the OMP are to be delivered via an Obsolescence management service fee and Authority, which is to be quoted separately from the routine Contract Management Fee.
- 1.3. Directed PDS tasks will be issued for resolution of Obsolescence risks as detailed in para 7, via TAFs.

2. Documents Required to be Delivered by the Contractor to the Authority

- 2.1 The Table below shows all documentary deliverables that the contractor is required to produce for the authority in the delivery of Activity 5.

Deliverable Ref No.:	Description	Due by	Reviewed	Amplifying Comments at Para:
MSS/114 D1-1	Obsolescence Management Plan (OMP).	Final version to be submitted within 12 weeks of Contract Award.	Annually	3 & 5
MSS/114 D5-1	Obsolescence Risk Register	7 Months after Contract Placement	Updated Quarterly	5

3. Obsolescence Management Plan

- 3.1 The contractor shall produce and provide a contract specific Proactive Obsolescence Management Plan (OMP) i.a.w IEC 62402.
- 3.2. The Contractor shall provide a draft version of the OMP as part of their tender submission, which will be expected to cover all aspects of the final OMP in some detail with the information available at time of tender and will form a key part of the body of evidence assessed in the selection of preferred tender.
- 3.3. Within 12 weeks following contract award, the Authority and Contractor will negotiate any additional revisions or amendments the Authority may request to the draft OMP. Once approved by the Authority, the OMP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of contract.

4. OMP Updates

- 4.1. The Contractor shall review the OMP and propose updated version for Authority approval no later than 2 weeks in advance of each contract Annual Strategic Review (see Activity 1 Section 17), where the proposed document will be ratified for another year or further amendments proposed (whether or not the Contractor has proposed changes):

- 4.1.1. If the Authority proposes amendments to the Contractor's proposals, all changes must be incorporated in full and submitted to the Authority for approval two weeks prior to the first Quarterly progress meeting of the following year.
- 4.1.2. At this meeting, if all changes proposed by the Authority at annual review have been included correctly and no other substantive changes have been made, the Authority must approve the revised document. The Authority may not request further amendments to contract plan documents at this time.
- 4.1.3. If changes still have not been correctly incorporated and the revised document submitted to the Authority for review two weeks prior to the first contract review meeting of the following reporting year, the authority reserves the right to reject the revised proposals presented. The Contractor will then be expected to incorporate the changes by the next quarterly progress review.
- 4.1.4. The requirements at Para 4.1.3. do not apply in the case that the Authority demands changes to Contract Plans that will significantly affect the scope or scale of the Contract, or necessitate an amendment to the agreed quarterly management fee. In such cases DEFCON 620 (05/17) shall apply.

5. Proactive Obsolescence Monitoring

- 5.1. The contractor shall proactively manage the identification of foreseeable system through-life obsolescence. The contractor shall be capable of implementing proactive obsolescence management practices i.a.w IEC 62402 to support the Authority in maintaining System serviceability through the life of the contract.
- 5.2. Items subject to close control (Category "A") are to be screened further to Obsolescence Management Tool limits, progressing from Year 1 in the future, then Year 2 etc. until as far out as the Tool can be used; usually a 7 Year limit. Items at risk to obsolescence are to be captured and managed using an industry recognised obsolescence Tools and Methodologies.

6 Obsolescence Screening and Assessment

- 6.1. The contractor shall develop an Obsolescence Risk Register, which is to be a list of articles at risk of obsolescence in the Product Breakdown Structure. The risks shall be determined at Year +2, Year +4, and Year +6 of a 7-year rolling obsolescence forward view.
- 6.2. Items are to be screened and categorised as follows:
 - 6.2.1. Category "A" (Close Control) – Items likely to become obsolete within 2 years or already obsolete.
 - 6.2.2. Category "B" (Regular Review) – Items likely to become obsolete within 7 years.
 - 6.2.3. Category "C" (Infrequent Review) – Items unlikely to become obsolete within 7 years.
- 6.3. The contractor shall undertake Obsolescence Impact Assessment (OIA) for all category "A" and "B" items identified in the screening process. The OIA process shall identify:
 - 6.3.1. The obsolescence status of each article.
 - 6.3.2. The impact of the articles obsolescence on equipment availability.
 - 6.3.3. (Cat "A" Only) Obsolescence Resolution Options (See Section 7 below).

6.4. Software Obsolescence is to be considered as a key part of the obsolescence management plan for PMS. The Contractor should monitor for, as a minimum, the obsolescence of firmware, operating systems, coding languages, security software, interface formats, 3rd party runtimes, SDKs, file formats and database structures.

6.5. The Obsolescence Risk Register is to be produced within seven (7) months of contract start date, then updated quarterly. Each quarterly update should look ahead for the full 7 year rolling obsolescence forward view.

7. Obsolescence Resolution Options and Action for Category “A” Obsolescence Risks

7.1. Where a Category “A” Obsolescence risk is identified, mitigation of the obsolescence is to be addressed by means of a TAF submitted by the Authority. The expected response from the Contractor shall be to identify and propose solutions to address obsolescence impact.

7.2. The contractor should, as part of work carried out under the TAF, as a minimum propose two of the following options:

7.2.1 Where a fit, form and function alternative is available, which meets all the design requirements of the original article (including but not limited to power supplies, hazardous materials, reliability, interfaces etc.), the cost of procuring the new article including acceptance and conformity tests.

7.2.2. Where functional alternative is available, but with different fit and form, a technical proposal for the design change and the cost of PDS design change tasking to incorporate including any software changes necessary for compatibility.

7.2.3. Lifetime buy of the obsolescent component based on predicted demand rates.

7.2.4. Repair of articles deemed BER.

7.2.5. Definition of the article at a lower sub-component level in the product breakdown structure, minimising the scope of obsolescence activity to only those sub-components affected.

7.3. The options are to be reported as part of the TAF deliverable, after which the Authority will raise additional TAF(s) to implement the chosen option.

7.4. The Contractor shall gain specific Authority approval to implement identified design changes, managed via PDS tasking iaw Task 2.

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Annex B

Pricing Annexes

[Refer to Excel Spreadsheet Document: 1.2 - MSS114_OOC_Annex_B_D_H_N_V1.0(Offer)]

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Annex C

Obsolescence Management Plan Template

[Refer to Obsolescence Management Plan Template document: AFTER_8673, Issue C, MoD Enabler (MSS114), Appendix C9 - Example OMP]

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Annex D

Performance Management

[Refer to Excel Spreadsheet Document: 1.2 - MSS114_OOC_Annex_B_D_H_N_V1.0(Offer)]

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Annex D1 to Contract MSS/114
Issued with: Offer of Contract
Date: 02 March 2023

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex D1

Key Performance Indicators (KPIs)

Annex D1 to Contract MSS/114
 Issued with: Offer of Contract
 Date: 02 March 2023

OFFER OF CONTRACT No.: MSS/114

ANNEX D1 - KEY PERFORMANCE INDICATORS (KPIs) AND PERFORMANCE INDICATORS (PIs)

[Table 1] - Key Performance Indicator 1 - Provision of Spares	
KPI Number	1
KPI Description	Timely and successful completion of PO's for Spares
SOSR Activity	Activity 2 - Provision of Spares
Incidence Measure	Delivery of Order Lines 'On Time In Full'
Who?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Performance Bands	
Green	All Order Lines delivered 'On Time In Full'
Red	Failure to deliver any Order Line 'On Time In Full'

[Table 2] - Key Performance Indicator 2 - Equipment Upkeep Management	
KPI Number	2

KPI Description	Timely and successful completion of PO's for Equipment Upkeep
SOSR Activity	Activity 3 - Equipment Upkeep Management
Incidence Measure	Delivery of Order Lines 'On Time In Full'
Who?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Performance Bands	
Green	All Order Lines delivered 'On Time In Full'
Red	Failure to deliver any Order Line 'On Time In Full'

[Table 3] - Performance Indicator 1 - Progress Reports	
PI Number	1
PI Description	Timely delivery of Progress Reports
SOSR Activity	Activity 1 - Service Management
Incidence Measure	Delivery of the reports, listed in Activity 1, to the MSS-ME-TTLS Manager (or delivered as directed)
Who?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Performance Bands	
Green	All reports are delivered to the Authority on time
Red	Failure to deliver one report on time

[Table 4] - Performance Indicator 2 - Task Approval Form Submission	
PI Number	2
PI Description	Task Authorisation Form (TAF) Part B Turnaround
SOSR Activity	Activity 4 - Post Design and Technical Services
Incidence Measure	The TAF Part B is to be completed and delivered to the MSS-ME TTLS Manager within 2 calendar weeks or duration otherwise agreed with the Authority upon TAF Part A submission
Who?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Performance Bands	
Green	All TAF Part B's are to be returned to the Authority within 2 weeks or the timescale as agreed with the Authority
Red	Failure to return one TAF Part B within 2 calendar weeks or agreed timescale

[Table 5] - Performance Indicator 3 - Task Completion	
PI Number	3
PI Description	TAF Completion
SOSR Activity	Activity 4 - Post Design and Technical Services
Incidence Measure	The agreed completion date on TAF Part A B is to be achieved.
Who?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly

Performance Bands	
Green	Task completed in accordance with agreed completion date on TAF Part B
Red	Task not completed in accordance with agreed completion date on TAF Part B

[Table 6] - Performance Indicator 4 - Obsolescence Management	
PI Number	4
PI Description	Timely Delivery of Obsolescence Management Report
SOSR Activity	Activity 5 - Proactive Obsolescence Management
Incidence Measure	Timely delivery of the Quarterly Obsolescence Management Report, as described in Activity 5
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance Bands	
Green	Quarterly report delivered to the Authority no less than 10 working days prior to the scheduled Quarterly Review
Red	Quarterly report not delivered to the Authority no less than 10 working days prior to the scheduled Quarterly Review

[Table 7] - Performance Indicator 5 - Reference Test Facility Support	
PI Number	5
PI Description	Availability of the Reference Test Facility
SOSR Activity	Activity 1 - Service Management - Reference Test Facility Support

Incidence Measure	Percentage of calendar days the Test Reference Facility is available (excluding schedule/planned maintenance)
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance Bands	
Green	90% or greater scheduled availability
Red	less then 90% scheduled availability

[Table 8] - Performance Indicator 6 - Quality Performance - Defective Articles	
PI Number	6
PI Description	Quality - Percentage of defective articles per month
SOSR Activity	Activity 1 - Service Management - Quality Management
Incidence Measure	Percentage of articles delivered in the previous month found to be defective
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance Bands	
Green	Less than 1% of delivered articles found to be defective per month
Red	More than 1% of delivered articles found to be defective per month

[Table 9] - Performance Indicator 7 - Quality Performance - Concessions	
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PI Number	7
PI Description	Quality - Concessions - Statements of clear and demonstrable benefit
SOSR Activity	Activity 1 - Service Management - Quality Management
Incidence Measure	All non-conforming products offered to the Authority for acceptance are accompanied with clear and demonstrable benefit in terms of time, cost or performance
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance Bands	
Green	100% of all concession requests are submitted with statements of benefit
Red	Less than 100% of all concession requests are submitted with statements of benefit

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex D2

Performance Management Record

[Refer to Excel Spreadsheet Document: 1.2 - MSS114_OOC_Annex_B_D_H_N_V1.0(Offer)]

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Annex E

Intellectual Property - Supporting Documents and Registers

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex E1

RECORD OF INTELLECTUAL PROPERTY RIGHTS

RECORD OF INTELLECTUAL PROPERTY RIGHTS

Any Intellectual Property Rights identified prior to, or during the performance of this Contract are to be detailed below:

1 Equipment produced by the Contractor as a private concern.

- D88 and Derivatives
- D86 and Derivatives, (including D86 PC104 Module and D86 Coupler Card)
- FSG Software and all Application Specific Software
- VTAS Foundation Software

In addition, Rolls-Royce Power Engineering plc owns the IPR and the associated software in the following:

- Electro-Mechanical Actuators & Analogue Control Systems – T22/T42, MCMV and SRMH
- Microprocessor Control Families and Peripherals – D4/5/6000, D77, D86, D88, CMS Log and Board Support Software
- Microprocessor Control Systems – MCAM and VICAM
- COTS Control Systems – OSCA, VTAS, GT Control (Non UNIGOV) and Miscellaneous PLC Applications
- Software/Simulation Models
- Electric Propulsion Systems
- “Westinghouse” Power Converters
- Switchboards & Distribution – Low Voltage (LV), High Voltage (HV) non military, High Voltage (HV) military
- Skills, rules, tools, methods, drawings and technical documentation associated with the design and maintenance of the software, hardware, configuration and interfaces of MCAS and MEPS, including Printed Circuit Boards. This includes the ACAT tool used to manage I/O definition within MCAS.

2 Equipment procured via the Contractor under a Government contract

None

3 Equipment procured via a Government Department or a third party

None

4. Equipment Designs or Documentation Produced under this Contract

It is to be noted that this document only details those rights currently identified and is not to be considered as excluding or waiving any Intellectual Property Rights not detailed.

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Annex E2

DEFFORM 177s

[DEFFORM 177s to be inserted on agreement/signature by RR, their sub-contractors and the Authority]

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex E3

DEFFORM 315s CONTRACT DATA REQUIREMENTS

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p align="center">MSS/114</p>	<p>2. <u>CDR Number</u></p> <p align="center">MSS/114-1</p>	<p>3. <u>Data Category</u></p> <p>Contract & Project Documentation</p>	<p>4. <u>Contract Delivery Date</u></p> <p align="center">02 March 2023</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>Spares, Repairs and Post Design and Technical Services for Electrical and Control Systems</p>		<p>6. <u>General Description of Data Deliverable</u></p> <ul style="list-style-type: none"> All deliverable documentation as per the Statement of Support Requirements 	
<p>7. <u>Purpose for which data is required</u></p> <p>Retention of Free User Rights in Documents, Drawings and Design Information.</p> <p>Contract deliverable</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONS</u></p> <p>DEFCONS 15, 16, 21 & 90</p> <p>b. <u>Special IP Conditions</u></p>		
<p>9. <u>Update/Further Submission Requirements</u></p> <ul style="list-style-type: none"> Any update as specified in the SoSR for weekly, quarterly or annual updates. 			
<p>10. <u>Medium of Delivery</u></p> <p>CD-R Paper</p>	<p>11. <u>Number of Copies</u></p> <p>1 x CD-R 1 x Paper</p>		

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p align="center">MSS/114</p>	<p>2. <u>CDR Number</u></p> <p align="center">MSS/114-2</p>	<p>3. <u>Data Category</u></p> <p>Post Design and Technical Services (PDS & TS)</p>	<p>4. <u>Contract Delivery Date</u></p> <p align="center">02 March 2023</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>Spares, Repairs and Post Design and Technical Services for Electrical and Control Systems</p>		<p>6. <u>General Description of Data Deliverable</u></p> <p>PDS & TS within the scope of requirement described within the Statement of Support Requirement, including</p> <ul style="list-style-type: none"> • Equipment Design upkeep • Equipment Modifications • Technical Documentation upkeep 	
<p>7. <u>Purpose for which data is required</u></p> <p>Retention of Free User Rights in Documents, Drawings and Design Information.</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCONs 15, 16, 21 & 90</p> <p>b. <u>Special IP Conditions</u></p>		
<p>9. <u>Update/Further Submission Requirements</u></p> <p>N/A</p>			
<p>10. <u>Medium of Delivery</u></p> <p>Paper and CD-R</p>	<p>11. <u>Number of Copies</u></p> <p>2 x Paper 2 x CD-R</p>		

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p align="center">MSS/114</p>	<p>2. <u>CDR Number</u></p> <p align="center">MSS/114-3</p>	<p>3. <u>Data Category</u></p> <p align="center">Manufacture</p>	<p>4. <u>Contract Delivery Date</u></p> <p align="center">02 March 2023</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>Spares, Repairs and Post Design Technical and Support for Electrical and Control Systems</p>		<p>6. <u>General Description of Data Deliverable</u></p> <p>Manufacturing Data Pack in accordance with UK Data Item Description (Edn 2/98), including:</p> <ul style="list-style-type: none"> • Detailed description and function of Operation procedures • All required Drawings and item lists • Technical specification data 	
<p>7. <u>Purpose for which data is required</u></p> <p>Retention of Free User Rights in Documents, Drawings and Design Information.</p>		<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCONs 15, 16, 21 & 90</p> <p>b. <u>Special IP Conditions</u></p>	
<p>9. <u>Update/Further Submission Requirements</u></p> <p>N/A</p>			
<p>10. <u>Medium of Delivery</u></p> <p>Paper and CD-R</p>		<p>11. <u>Number of Copies</u></p> <p>2 x Paper 2 x CD-R</p>	

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p align="center">MSS/114</p>	<p>2. <u>CDR Number</u></p> <p align="center">MSS/114-4</p>	<p>3. <u>Data Category</u></p> <p>Maintenance/Repair information</p>	<p>4. <u>Contract Delivery Date</u></p> <p align="center">02 March 2023</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>Spares, Repairs and Post Design and Technical Services for Electrical and Control Systems</p>		<p>6. <u>General Description of Data Deliverable</u></p> <ul style="list-style-type: none"> • Books of Reference and Handbooks, complete with Setting to Work Instructions • System Illustrated Parts Catalogue (IPC) • Job Information Cards and maintenance periodicities in the Unit Maintenance Management System • ...all as described within the Statement of Support Requirements 	
<p>7. <u>Purpose for which data is required</u></p> <p>Retention of Free User Rights in Documents, Drawings and Design Information.</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCONs 15, 16, 21 & 90</p> <p>b. <u>Special IP Conditions</u></p>		
<p>9. <u>Update/Further Submission Requirements</u></p> <ul style="list-style-type: none"> • Routine update of Books of Reference and Handbooks following design change, configuration change or other system/equipment changes. • Routine updates of IPCs following changes to NATO codification status and changes to the Product Breakdown Structure. 			
<p>10. <u>Medium of Delivery</u></p> <p>CD-R</p>	<p>11. <u>Number of Copies</u></p> <p>2 x CD-R</p>		

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex F

Task Approval Form (TAF)

TASK APPROVAL FORM – PART A**PROPOSAL** (To be completed by MOD Task Sponsor)

CONTRACT No.	TAF No.	ISSUE No.	ATTACHMENTS
MSS/114			YES / NO
CONTRACTOR	MOD TASK SPONSOR		
	TASK REQUIREMENT		
TASK TITLE:			
INTRODUCTION/BACKGROUND			
TECHNICAL REQUIREMENTS			
<ul style="list-style-type: none"> Produce Project Schedule in the form of Gantt Chart with the ability to track Earned Value Data 			
QUALITY REQUIREMENTS AND STANDARDS	PACKAGING/CONSIGNMENT		
IPR DEFCON REQUIREMENTS (insert applicable DEFCONS)	TIMESCALE TASK COMPLETION IN BUSINESS DAYS FROM RECEIPT OF PO	TIMESCALE FOR PART B COMPLETION IN BUSINESS DAYS (10 DAYS MINIMUM)	
In addition the contractors attention is draw to Special Condition 26 of the Contract.			
Signed	Name	Post	Date

TASK APPROVAL FORM – PART B

RESPONSE (to be completed by Contractor)

CONTRACT No.	TAF No.	ISSUE No.
MSS/114		
TASK TITLE	MOD TASK SPONSOR	

SUMMARY OF PART B1		
1. Materials and Sub-Contract Costs		£
2. Labour		£
3. Travel and Subsistence		£
TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM (Materials + Sub/Con + Labour + T&S)		£
TIMESCALE/COMPLETION DATE		
VALIDITY OF QUOTATION		<u>Days</u>
Signed for Company	Name	Position
		Date

TASK APPROVAL FORM – PART B1 BREAKDOWN

A SEPARATE PART B1 BREAKDOWN MUST BE COMPLETED FOR EACH ITEM LISTED AT PART A

CONTRACT No.	TAF No.	ISSUE No.	ITEM No.
MSS/114			
FIRM PRICE FOR PROPOSED TASK			
A - MATERIALS + SUB-CONTRACTS			
Summary of Materials Required			Firm Price (ex VAT)
			£
Summary of Sub-Contract Costs			
			£
TOTAL MATERIAL + SUB-CONTRACT COSTS			£
B – LABOUR			
	<u>Number of Man Hours</u>	<u>Rate</u>	Firm Price (ex VAT)
			£
TOTAL LABOUR COSTS			£
C – TRAVEL AND SUBSISTENCE			
	<u>No of each</u>	<u>Rate</u>	Firm Price (ex VAT)
Mileage (per Mile)			£
Day Subsistence (8 hrs)			£
Night Subsistence (per night)			£
TOTAL TRAVEL AND SUBSISTENCE COSTS			£
TOTAL FIRM PRICE (ex VAT) (A - C inclusive)			£

TASK APPROVAL FORM – PART C

MINISTRY APPROVALS

CONTRACT No.	TAF No.	ISSUE No.
MSS/114		
TASK TITLE	MOD TASK SPONSOR	

MOD TECHNICAL APPROVAL			
It is confirmed that the Man-hours and Materials quoted at Part B are considered to be commensurate with the requirement specified at Part A and therefore recommended for acceptance.			
Signed	Name	Post	Date
MOD COMMERCIAL TASK APPROVAL			
You are hereby authorised to proceed with the work detailed under Issue of this TAF under the Terms and Conditions of Contract MSS/043 at a FIRM Price of £			
Signed	Name	Post	Date

Item Number	RAC	UIN

Distribution:		

TASK APPROVAL FORM – PART D

TASK CLOSURE

(To be completed by Contractor/MOD Project Manager)

CONTRACT No.	TAF No.	ISSUE No.
MSS/114		
TASK TITLE	MOD TASK SPONSOR	
<u>Task Completion Comments (by the Contractor)</u>		
<u>Task completion Agreed/Not Agreed (by the Authority's Project Manager)</u>		

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex G

DEFFORM 68 (Edn. TBC) – Hazardous Materials

Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number: [Enter Contract Number]

Contract Title: [Enter Contract Title]

Contractor: [Enter Contractor]

Date of Contract: [Enter Date of Contract]

* To the best of our knowledge there are no hazardous Articles, Deliverables, material or substances to be supplied

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheet (Qty ____) attached in accordance with either:

DEFCON 68 : or

Condition 9 of Standardised Contract 1A/B Conditions ;

Contractor's Signature: [Enter Contractor's Signature]

Name: [Enter Name]

Job Title: [Enter Job Title]

Date: [Enter Date]

* check box () as appropriate

To be completed by the Authority

DMC: [Enter DMC]

NATO Stock Number: [Enter NATO Stock Number]

Contact Address: [Enter Contact Address]

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex H

Inventory and Financial Reporting Spreadsheet

[Refer to Excel Spreadsheet Document: 1.2 - MSS114_OOC_Annex_B_D_H_N_V1.0(Offer)]

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MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex I

TUPE

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

- 1.1 In this Annex, save where otherwise provided, words and terms defined in Special Condition 1 (Definitions and Interpretations) of the Contract shall have the meaning ascribed to them in Special Condition 1 (Definitions and Interpretations) of the Contract.
- 1.2 Without prejudice to Special Condition 1 (Definitions and Interpretations) of the Contract, in this Annex unless the context otherwise requires:

"DPA" means Data Protection Act 1998

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Services" shall have the meaning specified in the Annexes to the Terms and Conditions;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

- 2.1.1 No earlier than [two] years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- a. supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
 - b. supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Annex relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;
 - c. provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - d. acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - e. inform the Authority of any changes to the information provided under paragraph 2.1.1.a. or 2.1.1.b. up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- a. ensure that Employee Liability Information and such information listed in Part A of Appendix 2 to this Annex (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - b. inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - c. enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 14 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 to this Annex (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the DPA and the Contractor shall use its reasonable endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their reasonable endeavours to obtain the consent of their employees) to the extent necessary under the DPA or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. To the extent anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 14 days prior to the Subsequent Transfer Date.
- 2.1.5 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written

request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- a. materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- b. replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- c. reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- d. terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance, save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3 or 2.1.5 of this Annex.

2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Annex request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 to this Annex and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
- a. before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
 - b. comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- a. the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- b. if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- c. the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - i. any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - ii. any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - iii. any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - a) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - b) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; and
 - c) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - iv. any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - v. reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - vi. legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1.c. if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4. Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

- 2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 2.4.2 If there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority, any New Provider and any sub-contractor of a New provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person engaged in connection with the provision of the Services at any time before the Subsequent Transfer Date.
- 2.4.3 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- a. any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or mission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
 - b. subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),
 - c. save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.
- 2.4.4 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.4, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.6 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Annex where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) 2 of this Annex, the following information will be provided:
 - a. The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b. The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c. The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d. Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a. Age (not date of Birth);
 - b. Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c. Length of current period of continuous employment (in years, months) and notice entitlement;
 - e. Weekly conditioned hours of attendance (gross);
 - f. Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - g. Pension Scheme Membership;
 - h. Pension and redundancy liability information;
 - j. Annual Salary;
 - k. Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - l. Details of attendance patterns that attract enhanced rates of pay or allowances;
 - m. Regular/recurring allowances;
 - n. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided within 14 days of the Subsequent Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

3. Pursuant to paragraph 2.1.2 of this Annex, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

3.1 Personal, Employment and Career

- a. Age;
- b. Security Vetting Clearance;
- c. Job title;
- d. Work location;
- e. Conditioned hours of work;
- f. Employment Status;
- g. Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h. Details of training or sponsorship commitments;
- i. Standard Annual leave entitlement and current leave year entitlement and record;
- j. Annual leave reckonable service date;
- k. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l. Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m. Issue of Uniform/Protective Clothing;
- o. Working Time Directive opt-out forms; and
- p. Date from which the latest period of continuous employment began.

3.2 Performance Appraisal

- a. The current year's Performance Appraisal;
- b. Current year's training plan (if it exists); and
- c. Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

3.3 **Superannuation and Pay**

- a. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b. Annual salary and rates of pay band/grade;
- c. Shifts, unsociable hours or other premium rates of pay;
- d. Overtime history for the preceding twelve-month period;
- e. Allowances and bonuses for the preceding twelve-month period;
- f. Details of outstanding loan, advances on salary or debts;
- g. Cumulative pay for tax and pension purposes;
- h. Cumulative tax paid;
- i. National Insurance Number;
- j. National Insurance contribution rate;
- k. Other payments or deductions being made for statutory reasons;
- l. Any other voluntary deductions from pay;
- m. Pension Scheme Membership;
- n. For pension purposes, the notional reckonable service date;
- o. Pensionable pay history for three years to date of transfer;
- p. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q. Percentage of pay currently contributed under any added years arrangements.

3.4 **Medical**

- a. Sickness and absence records for the immediately preceding four-year period; and
- b. Details of any active restoring efficiency case for health purposes.

3.5 **Disciplinary**

- a. Details of any active restoring efficiency case for reasons of performance; and
- b. Details of any active disciplinary cases where corrective action is on going.

3.6 **Further information**

- a. Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;

- b. Short term variations to attendance hours to accommodate a domestic situation;
- c. Individuals that are TA members, or staff that may have been granted special leave as a School Governor; and
- d. Information about any maternity or other statutory leave or other absence from work.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part B

- 3.7 Information to be provided 14 days prior to the Subsequent Transfer Date:
- a. Employee's full name;
 - b. Date of Birth
 - c. Home address;
 - d. Bank/building society account details for payroll purposes Tax Code.

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex J

Sample Certificate of Conformity (Non- First Level Items)

Annex J to Contract MSS/114

Certificate of Conformity			1. Supplier CoC Serial No.	
2. Supplier Name and Address:		3. Contract Number:		
		4. Contract Modification Number:		
		5. Details of Concessions:		
6. Acquirer Name and Address:		7. Deliver Address:		
8. Contract item number	9. Product Description and/or part number	10. Quantity	11. Shipment Document Numbers	12. Undelivered Quantity
13. Traceability Information refence DEFCON 627 (check the N/A box to indicate no traceability requirements) a. Sub-contract/Order number: [INSERT HERE] b. Specification/Drawing number included issue: [INSERT HERE] c. Identification Marks and/or serial number(s): [INSERT HERE] N/A <input type="checkbox"/> d. Material Cast number: [INSERT HERE] e. Batch and/or Lot number: [INSERT HERE] f. Test and/or Inspection Report(s): [INSERT HERE] g. Incoming Release Note number/Reference: [INSERT HERE]				
14. Other Remarks or Comments: (e.g. Cure date. Shelf life.)				
15. Supplier Statement of Quality: It is certified that apart from the concessions noted in block #5 above, the products listed above confirm in all respects to the contract requirements.				
Date:	Name and Post Title	Signature		

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex K

Exit Management Plan

[Refer to Exit Management Plan Template Document: AFTER_8673, Issue C, MoD Enabler
(MSS114), Appendix C8 - Example EP]

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MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex L

DEFFORM 539a (Edn.01/22) – Tenderers Commercially Sensitive Information Form

Tenderer's Sensitive Information

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

ITT Ref No: MSS/114
Description of Tenderer's Sensitive Information: Pricing and cost information including but not limited to labour rates, overhead rates, profit and material pricing. Working methods and processes used. Details of suppliers and subcontractors utilised in the provision of services under this contract.
Cross Reference(s) to location of Sensitive Information in Tender: Rolls-Royce offer AFTER_8673, Issue C, Offer Letter and associated appendices.
Explanation of Sensitivity: Commercially Sensitive information.
Details of potential harm resulting from disclosure: Loss of commercially sensitive information leading to increased competition and potential loss of business in this arena.
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Jordan McRuvie Position: ME&A Bids & Proposals Lead Address: Rolls-Royce, Fedden House, Filton, Bristol, BS34 7QE Telephone Number: 07880149784 Email Address: jordan.mcruvie@rolls-royce.com

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex M

Warranty

M1 - Repair and Spare Part Warranties

SECTION A - ALLOWANCES

1. Goods Repaired
 - 1.1 Goods repaired by the Contractor in performance of the Contract are warranted free of defect in respect of workmanship, and material;
 - 1.2 The warranty is implemented by the Contractor free of charge via repair or replacement of any item of Goods which is found to be Defective or any Goods or Part which suffer Resultant Damage:
 - a. in the case of an item of Goods which is repaired pursuant to the terms of the Contract, 12 months following installation of the Goods or 18 months following the Authority's receipt or the balance of its warranted life at the date of its return to the Contractor for repair under the Contract, whichever is the lesser period; or
 - b. completion of a period of three years from the date that the item of Goods is redelivered to the Authority under the Contract; whichever period shall first expire.
2. New Goods and Parts Delivered or New Parts Fitted in The Course of Repairs
 - 2.1 New goods and parts delivered, or new parts fitted in the course of repairs supplied by the Contractor in performance of the Contract are warranted free of defect in respect of workmanship, and material;
 - 2.2 The warranty is implemented by the Contractor free of charge via repair or replacement of any Goods and Parts which are found to be Defective or any Goods or Parts which suffer Resultant Damage:
 - a. in the case of an item of Goods or Parts which are delivered pursuant to the terms of the Contract, 12 months following first use of the Goods or Parts or 18 months from the first date of delivery of the Goods or Parts by the Contractor, whichever is the lesser period.
3. If pursuant to 1. or 2. above, Goods returned to the Contractor by the Authority for the purpose of enabling the Contractor to effect the repair or exchange of Defective Goods or Parts or Goods or Parts suffering Resultant Damage, the Contractor shall make no charge for any labour costs he incurs necessary to effect said repairs or exchanges, or for the labour necessary to reassemble and test the item after such exchanges or repairs have been effected.

SECTION B - DEFINITIONS

4. In this Warranty the following definitions shall apply to the exclusion of all other meanings, except where the context otherwise requires.
- a. "Part" shall mean any part which has been manufactured or supplied by the Contractor assembled into or attached to an item of Goods. Where two or more parts are attached or assembled together Part shall mean the minimum assembly listed in the Contractor's Schedule of Spare Parts.
 - b. "Resultant Damage" shall mean the damage suffered by a Part in an item of Goods as a result of forces generated by the failure of a Defective item of Goods or new part, during the warranted life of the Defective item of Goods or new Part.
 - c. "Satisfactorily" shall mean that the operating characteristics and performance are not adversely affected, and the operating and physical limits are not exceeded and no permanent deformation or other damage to the Goods occur.
 - d. "Defective" shall mean the condition of an item of Goods which due to defects in the performance of Work in the case of the Warranty at Section A1 above and defects in workmanship and materials in the manufacture of the new part, in the case of the Warranty at Section A2 above, cannot or is unlikely to satisfactorily perform its required function.
 - e. "Goods" shall mean whole units, modules or parts upon which Work is performed pursuant to the Contract.
 - f. "Work" shall mean the repair or reconditioning of Goods pursuant to the Contract.

SECTION C - OBLIGATIONS

5. The obligations of the Contractor under these Warranties shall be subject to the following conditions:
- a. The Authority shall keep accurate records of operation and maintenance to support any claims made under these Warranties and shall permit the Contractor to inspect such records.
 - b. Except as expressly stated in Section A hereof the Contractor shall not be liable for:
 - i. any expenses, taxes duties or liabilities sustained in connection with:
 - 1. the removal of Goods or Parts from a vessel or the replacement thereof in a vessel; or
 - 2. the removal of any Part from an item of Goods or the replacement thereof in an item of Goods; or
 - 3. any shipment to or from the appropriate overhaul base or to or from the works of the Contractor; unless the expenses, and resultant taxes and duties, have been directly incurred by the Contractor;
 - c. Any claim by the Authority under this Warranty must be presented in writing along with the supporting operation and maintenance records of the item of Goods to the Contractor within 90 days after the date upon which the claim arises or, if the

Contractor is requested pursuant to Contract to undertake a defect investigation, within 60 days of the issue of a report by the Contractor whichever period last expires, and the contractor shall have the right to refuse any claim presented thereafter.

- d. The Contractor shall have no obligation under these Warranties in respect of any item of Goods which he can demonstrate:
 - i. has not been properly installed, stored or maintained, unless such installation, storage or maintenance has been performed by the Contractor or has been performed in accordance with the Contractor's instructions; or
 - ii. has not been operated in accordance with the recommendations of the Contractor as contained in its manuals or other written instructions; or
 - iii. has been repaired or altered outside of facilities of the Contractor or the Primary Sub-Contractor, except where the Contractor specifically requests otherwise, in such a way as to impair its safety, operation, efficiency or design features; or
 - iv. has been subject to misuse, neglect or accident, including external fire provided that the external fire was not caused by failure of a Defective item of Goods; or
- e. Upon request of the Contractor, any Defective new Part or item of Goods which has been exchanged by the Contractor shall be returned by the Authority at the Contractor's expense to the Contractor, and upon such return shall become the property of the Contractor.
- f. Where any Part, new part or item of Goods is replaced or repaired under warranty, the replaced or repaired part is warranted upon the applicable terms set out in this Annex.

Warranty Commencement

The Warranty provisions within this contract shall become applicable as detailed in Table 1 below:

Activity	Description	Warranty
1	Project Management and Support Services	Not Applicable
2	Spares – Supply Support	Warranty will commence 15 Business Days following the receipt of the notification from the Contractor that the Parts or Goods are available for collection.
3	Repairs – Repairs Support	Warranty will commence 15 Business Days following the receipt of the notification from the Contractor that the Parts or Goods are available for collection.
4	PDS & Technical Services (TAFs)	Warranty will commence 15 Business days from acceptance of the TAF (unless agreed otherwise within the TAF). Warranty will be agreed in the TAF as applicable for the specific requirement.
5	Obsolescence Management	Not Applicable

Table 1 – Warranty Commencement

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex N

ASSET REGISTER

[Refer to Excel Spreadsheet Document: 1.2 - MSS114_OOC_Annex_B_D_H_N_V1.0(Offer)]

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex O

SECURITY ASPECTS LETTER



Ministry
of Defence



Annex O to Contract MSS/114
Issued with: Offer of Contract
Dated: 02 March 2023
 Kieron Chapman

030 01542763



DES Ships MSS-COM-CS2a-ME



Defence Equipment & Support
 MOD Abbey Wood
 Bristol BS34 8JH



Rolls-Royce Power Engineering plc
 P.O. Box 3
 Gypsy Patch Lane
 Filton
 Bristol
 BS34 7QE

Your reference:

Our reference: MSS/114

Date: 06 December 2022

Dear Sirs

OFFER OF CONTRACT: MSS/114 FOR THE PROVISION OF SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Security Aspects Letter

- On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
- Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Conditions at Appendix 1 to this letter, outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Contract Deliverables and Reports: <ul style="list-style-type: none"> Task Approval Forms (TAFs) and associated deliverable reports; Trials reports; Handbooks, manuals and equipment BRs. 	OFFICIAL - SENSITIVE
Engineering Drawings for associated equipment.	OFFICIAL - SENSITIVE
RN Fleet Operational Information (Platform programmes; locations, dates and times).	OFFICIAL - SENSITIVE

- Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as

OFFICIAL SENSITIVE – COMMERCIAL

amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:
 - a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.
 - b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations (i.e. The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations).
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.
5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.
7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

signed electronically

Kieron Chapman
Commercial Officer

Copy via email to:

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

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

[UKStratComDD-CyDR-CySAAS-021](#)

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

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

Definitions

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

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Contractor is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Contractor based outside the UK in a third-party country.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.
7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to comply with the accreditation requirements specified in ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

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

<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.
9. Disclosure of UK classified material must be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.
10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.
11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.
12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK classified material shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.
14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE material have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

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

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and externally of Contractor premises. To maintain confidentiality, integrity and availability, distribution is to be controlled such that access to documents is only by authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

OFFICIAL SENSITIVE – COMMERCIAL

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

Electronic Communication and Telephony and Facsimile Services

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

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

Details of the CPA scheme are available at:

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

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.
19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so.
20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.
23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.
24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

- a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.
- b. Identification and Authentication (ID&A). All systems are to have the following functionality:
 - (1) Up-to-date lists of authorised users.
 - (2) Positive identification of all users at the start of each processing session.
- c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.
- d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
- e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 17 above.
- f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.
 - (1) The following events shall always be recorded:
 - (a) All log on attempts whether successful or failed,
 - (b) Log off (including time out where applicable),
 - (c) The creation, deletion or alteration of access rights and privileges,
 - (d) The creation, deletion or alteration of passwords.
 - (2) For each of the events listed above, the following information is to be recorded:
 - (a) Type of event,
 - (b) User ID,
 - (c) Date & Time,
 - (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

- g. Integrity & Availability. The following supporting measures are to be implemented:
 - (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
 - (2). Defined Business Contingency Plan,
 - (3). Data backup with local storage,
 - (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
 - (5). Operating systems, applications and firmware should be supported,

- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.
- h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:
- “Unauthorised access to this computer system may constitute a criminal offence”*
- i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
- j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).
- k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.
26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “*drives*” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.
27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes MOD Identifiable Information (MODDII) (as defined in ISN2016/05) and any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Contractors which are owned by a third party e.g. NATO or a another country for which the UK MOD is responsible.

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

30. In addition any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD Defence Industry WARP will also advise the Contractor what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details

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

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

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

Mail: Defence Industry WARP, DE&S PSyA Office
MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

31. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at:

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

Sub-Contracts

32. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.
33. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Annex A (MOD Form 1686 (F1686) of ISN 2022/08 is to be used for seeking such approval. The MOD Form 1686 can be found at:

[ISN 2022-08 Subcontracting or Collaborating on Classified MOD Programmes.pdf](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/105421/ISN_2022-08_Subcontracting_or_Collaborating_on_Classified_MOD_Programmes.pdf)
(publishing.service.gov.uk)

34. If the sub-contract is approved, the Contractor shall flow down the Security Conditions in line with paragraph 32 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Physical Destruction

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

Private Venture Activities

35. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:
- Variants. Variants of standard defence equipment under research, development or in production, e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or

fitments, offered to meet special customer requirements or to avoid security or commercial difficulties associated with the sale of an item in-Service with UK Armed Forces;

- Derivatives. Equipment for military or civil use that is not based on standard Service designs but is dependent upon expertise or technology acquired in the course of defence contracts;
- Freelance. Equipment of defence importance that is in no way based on information gained from defence contracts;

36. UK Contractors shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Publicity Material

37. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.

38. For UK Contractors where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related material where there is no defined Delivery Team, the Contractor shall request clearance for exhibition from the Directorate of Security and Resilience when it concerns Defence Related Material. See the MOD Exhibition Guidance on the following website for further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Export sales/promotion

39. The MOD Form 680 (F680) security procedure enables HMG to control when, how, and if defence related classified material is released by UK Contractors to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK OFFICIAL-SENSITIVE or above to a foreign entity, a UK Contractor shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Contracting Authority, or PV Security Grading issued by the MOD Directorate of Security and Resilience. Guidance regarding the F680 procedure issued by ECJU can be found at:

<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance>

40. If a Contractor has received an approval to sub-contract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the production of additional quantities for supply to an export customer, when the Contractor has MOD Form 680 approval for supply of the complete equipment, as long as:

- a) they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and
- b) no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas subcontractor.

Interpretation/Guidance

- 41. Advice regarding the interpretation of the above requirements should be sought from the Authority.
- 42. Further requirements, advice and guidance for the protection of UK classified material at the level of UK OFFICIAL and UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

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

Audit

- 43. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractor's processes and facilities by representatives of the Contractor's National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex P

Assumptions, Exclusions and Dependencies

MSS/114 – PRICING ASSUMPTIONS, EXCLUSIONS AND DEPENDANCIES

REDACTED From this Version

MSS/114 – SPARES, REPAIRS AND POST DESIGN AND TECHNICAL SERVICES FOR ELECTRICAL AND CONTROL SYSTEMS

Annex Q

DEFFORM 111 (Edn. 12/17)– Appendix to Contract - Addresses and Other Information

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Kieron Chapman
 Address: NH3 Birch 3a #3324
 MOD Abbey Wood South, Bristol, BS34 8JH
 Email: kieron.chapman802@mod.gov.uk
 ☎ 030 01542763

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

Name: Liam Watson
 Address: Birch 3A #3320
 MOD Abbey Wood South, Bristol, BS34 8JH
 Email: liam.watson369@mod.gov.uk
 ☎ 030 679 39370

3. Packaging Approving Authority
Organisation & point of contact:

[Please see section 2]

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

☎ [Insert Here]

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

Email: julia.bradwin664@mod.gov.uk
 ☎ 030 791 33404

(b) U.I.N. N6198N

5. Drawings/Specifications are available from

[As detailed in Box 2]

6. Intentionally Blank**7. Quality Assurance Representative:**
Christian Beagley
christian.beagley100@mod.gov.uk

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 ☎ 44 (0) 161 233 5397
 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 ☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

See Terms and Condition of Contract

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
 JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCCLS-

OpsFormsandPubs@mod.uk

NOTES

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.