



OSVP Team

Contract No: OSVP/0011

For:

**CONTRACTOR LOGISTIC
SUPPORT FOR PROTECTED
PLANT EQUIPMENT**

<p>Between Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address: OPERATIONAL SUPPORT VEHICLE PROGRAMME (OSVP) SPRUCE 3C #1309 NH1 MOD ABBEY WOOD BRISTOL BS34 8JH</p> <p>E-mail Address: DESLEOSP-OIP-Comrcl-1a@mod.uk Telephone Number: REDACTED S.40 Facsimile Number: REDACTED S.40</p>	<p>And</p> <p>Contractor Name and address: BRIGGS EQUIPMENT UK LIMITED Suite 6, Hitching Court, Blacklands Way, Abingdon, Oxon OX14 1RG</p> <p>E-mail Address: REDACTED S.40 Telephone Number: REDACTED S.40 Facsimile Number: REDACTED S.40</p>
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MOD Conditions for the Provision of Services:
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A General Contract Provisions

A1. Interpretation

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.
 - (3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) 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 the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the terms of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Variations to Specification

- a. The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority’s Notice, unless otherwise specified.
- b. Any variations that cause a change to:

- (1) fit, form, function or characteristics of the Contractor Deliverables;
- (2) the cost;
- (3) Delivery Dates;
- (4) the period required for the production or completion; or
- (5) other work caused by the alteration,

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

A4. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Sections A - H (and J - L, if sections J - L are included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and, where included, Acceptance Procedure;
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause A4.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A4.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition A21 (Dispute Resolution).

A5. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

A6. Assignment of Contract

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

A7. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

A8. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

A9. Governing Law

a. Subject to clause A9.b, the Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to clause A9.b and condition A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this clause A9.a and for enforcement of any judgement, order or award given under English jurisdiction.

b. If the Parties agree pursuant to the Contract that Scots Law should apply, then the following amendments shall apply to the Contract:

(1) Clause A9.a shall be amended to read:

“The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots Law, and subject to condition A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the Scottish courts. Other jurisdictions may apply solely for the purpose of giving effect to this clause A9.a and for enforcement of any judgement, order or award given under Scottish jurisdiction”;

(2) Clause A21.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the purposes of the arbitration, for the avoidance of doubt, the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

c. Where the Contractor is an Overseas Contractor, any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all foreign jurisdictions. However, a foreign jurisdiction may apply solely for the purposes of giving full effect to this condition A9 and for the enforcement of any judgement order or award given under the English jurisdiction. Each Party irrevocably submits to the jurisdiction provided for under this condition.

d. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

e. The provisions of this condition A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable between the Parties notwithstanding such a termination.

f. Where the Contractor is an Overseas Contractor it irrevocably appoints the solicitors or other persons detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

A10. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

A11. Disclosure of Information

a. Subject to clauses A11.d, A11.e, A11.h and A14 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

(1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and

(2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

(1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

(2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

(1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;

(5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

A12. Publicity and Communications with the Media

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

A13. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A14. Transparency

a. Subject to clause A14.b but notwithstanding condition A11, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor's Commercially Sensitive Information).

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition A14 shall affect the Contractor's rights at law.

A15. Equality

a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.

- c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.
- d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Child Labour and Employment Law

- a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.
- b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A17. Subcontracting

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.
- b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.
- c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:
 - (1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and
 - (2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the subcontract requirements.
- d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience in the event that the Authority exercises its right to terminate this Contract under Condition A22 (Termination for Convenience), with twenty (20) Business Days notice (or such other notice period as the Authority shall give under this Contract).
- e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone : **REDACTED S.40**) or <http://business.base-uk.org/procurement>.
- f. The Contractor shall secure from any Subcontractor, the prompt notification to the Authority of the Information required by clause D1.a (Third Party Intellectual Property – Rights and Restrictions). On receipt of any such notification the Authority shall issue a written authorisation to the Subcontractor in accordance with clause D1.g. Any such authorisation shall always be subject to clauses D1.j, D1.k and D1.n as though the Subcontractor was the

Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in any such claim or action. Any arrangement between the Contractor and Subcontractor to enable the Contractor to underwrite their indemnities to the Authority under this Condition is a matter between the Contractor and the Subcontractor.

g. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in the relevant parts of SC3 Schedule "Export Licence". Where it is not practicable to include the terms set out in SC3 Schedule "Export Licence", the Contractor shall report that fact and the circumstances to the Authority.

A18. Change of Control of Contractor

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 # 2119, MOD Abbey Wood South, Bristol BS34 8JH as soon as practicable of any intended, planned or actual change of Control. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the change of Control of the Contractor in the UK or other jurisdictions. The Authority's Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have.

b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.

c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority's concerns to the Authority's satisfaction in accordance with clause A18.a, or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F1.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

A19. Termination for Insolvency or Corrupt Gifts

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

Insolvency:

a. where the Contractor is an individual:

(1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the

Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;

(4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

- (a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty-one (21) Business Days of service of the statutory demand on it;
- (b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;
- (c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or
- (d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(7) any analogous procedure or step is taken in any jurisdiction;

b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86; or

(11) any analogous procedure or step is taken in any jurisdiction;

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;

(3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction;

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts

f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):

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

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

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

(3) has entered into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under A19 f. the Authority shall:

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

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

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

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

h. Where the Contract has been terminated under clause A19 f. of this Condition, the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

A20. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

A21. Dispute Resolution

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

b. In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

A22. Termination for Convenience

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

A23. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment,

whichever occurs latest.

A24. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

A25. Contractor's Warranties

- a. The Contractor warrants and represents, that:
- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) from the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B The Contractor Deliverables

B1. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables;
 - (2) comply with all applicable Legislation; and
 - (3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause B1.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

(2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

(3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

B2. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

B3. Disruption

a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

b. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

c. The Contract shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

C Price

C1. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

D Intellectual Property

D1. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything Delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

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

Clause D1.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.

b. If the Information required under clause D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This clause shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause D.1a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a

written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) Clauses D1.a – D.1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) Neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) A Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) Following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) The Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

E Facilities And Assets

E1. Access to Contractor's Premises

The Contractor shall provide to the Authority's Representatives following reasonable notice, relevant accommodation / facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

F Delivery

F1. Authority's Remedies for Breach of Contract

a. If the Contractor:

(1) fails to provide the Contractor Deliverables (or any part thereof) by the relevant date specified in Schedule of Requirements and / or the Specification;

(2) provides Contractor Deliverables (or any part thereof) that are not in accordance with, or the Contractor fails to comply with, any terms of the Contract;

(3) supplies Contractor Deliverables that do not comply with clause B1.b;

(4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with condition A18, or fails to supply or withholds the Information required under clause A18.a;

(5) commits a persistent failure by failing to meet either:

(a) a single Key Performance Indicator (KPI) on 2 or more occasions in a rolling 2 month period; or

(b) 2 or more KPIs on a rolling 3 month period,

where this Contract includes "Key Performance Indicators and Performance Management"; or

(6) otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise one or more of the following remedies:

(7) where the Contractor commits a persistent failure in accordance with clause F1.a.(5) or where the breach is material in accordance with clause F1.a.(6), to terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority, by giving written Notice to the Contractor;

(8) refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

(9) give the Contractor the opportunity at the Contractor's expense to carry out such remedial services as is necessary to correct the Contractor's failure or otherwise to rectify the breach within the Authority-specified time limits;

(10) purchase substitute services from elsewhere;

(11) claim such damages as may have been sustained as a result of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

(a) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

(b) obtaining the Contractor Deliverables in substitution from another supplier.

- b. In addition to the Authority's rights in clause F1.a., if the Authority reasonably believes at any time before the Contract Implementation Date that the Contractor will not be able to achieve Full Service Provision by the Contract Implementation Date then the Authority shall be entitled to terminate the Contract in whole or in part with immediate effect and without liability by giving written Notice to the Contractor.
- c. In the event that the Authority terminates the Contract in whole or in part pursuant to clause F1.a.(7) or F1.b. or for any other lawful reason, the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.
- d. This condition F1 shall also apply to any remedial services carried out by the Contractor in accordance with clause F1.a.(9).
- e. The Authority's rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

G Payment And Receipts

G1. Payment

- a. Schedule 3 (Contract Data Sheet) specifies whether payment is to be enabled by P2P, by MOD Form 640, or by AG173. Payment may only be made using P2P where the Contractor has agreed a DEFFORM 30 with the Authority prior to the Effective Date of Contract and the DEFFORM 30 agreement is referenced in Schedule 3 (Contract Data Sheet).
- b. Payment will be made by electronic transfer and prior to submitting any claims for payment under clause G1.e the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should be made and, if requested by DBS Finance, any further Information where payment is to be made outside of the UK.
- c. In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):
 - (1) where payment is to be made using P2P, submit a properly completed DEFFORM 129J, in accordance with the instructions shown therein and in the explanatory notes;
 - (2) where payment is to be made using a MOD Form 640, submit the appropriate coloured copy of the MOD Form 640 to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet) and complete and dispatch the other appropriate coloured copies of the MOD Form 640 in accordance with the instructions shown therein; or
 - (3) where payment is to be made using an AG173, submit a properly completed AG173 (or AG210, as appropriate) to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet).
- d. Upon receipt of the AG173 (or AG210, as appropriate), the Authority shall:
 - (1) approve payment by entering the relevant details into P2P to indicate receipt of the applicable Contractor Deliverables, or completing and signing the AG173/AG210, and returning it to the Contractor; or
 - (2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.
- e. The Contractor shall submit a claim for payment to DBS Finance by either:

- (1) using a properly prepared message structure and format for invoice payment using P2P in accordance with the arrangements set out, or referenced in DEFFORM 30; or
- (2) forwarding the completed AG173 / AG210 signed by the Authority, together with a properly completed DAB Form 10.

f. The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause G1.e on or before the day which is thirty (30) days after the later of:

- (1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause G1.c; and

- (2) the date of completion of the part of the Contract to which the request for approval of payment relates.

g. Where using the AG173 (or AG210), the period of thirty (30) days referred to in clause G1.f shall be exclusive of the number of days that elapse between the date the Contractor receives a MOD Form 640 or AG173 (or AG210) from the Authority showing payment approval in accordance with clause G1.d and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause G1.e.

h. The approval of payment by the Authority under clause G1.d shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under condition F1 or otherwise.

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

G2. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the provision of any Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).

c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.

d. Where the provision of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the

Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

G3. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ('the Act')). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition G3 shall be subject to:

(1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.i;

(2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

(3) the Authority receiving notification under both clauses G3.b and G3.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause G3.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses G3.a.1 and G3.a.2; and

(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses G3.a.(1) and G3.a.(2).

d. The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

H Contract Administration

H1. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

(1) performance/Delivery of the Contractor Deliverables;

(2) risks and opportunities;

(3) any other information specified in Schedule 3 (Contract Data Sheet); and

(4) any other information reasonably requested by the Authority.

H2. Authority Representatives

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this condition H2.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition A2 (Amendments to Contract).

H3. Notices

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party's representative, and to the address set out in Schedule 3 (Contract Data Sheet);

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

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

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

(3) if sent by facsimile or electronic means:

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

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

J. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

DEFCON 14(Edn 11/05)	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
DEFCON 23(SC3) (Edn 12/14)	Special Jigs, Tools and test Equipment
DEFCON 76(SC3) (Edn 12/14)	Contractor's Personnel at Government Establishments

DEFCON 126 (Edn 11/06)	International Collaboration
DEFCON 127 (Edn 12/14)	Price Fixing Condition for Contracts of Lesser Value
DEFCON 522JA (Edn 12/14)	Payment under P2P – Matching The Invoice and Order (Two Way Match)
DEFCON 532B(SC3) (Edn 12/14)	Protection of Personal Data (Where Personal Data is Being Processed on Behalf of the Authority)
DEFCON 601(SC3) (Edn 12/14)	Redundant Materiel
DEFCON 610A (Edn 12/02)	Enabling Contracts Duration Period (Tasking Contracts)
DEFCON 610B (Edn 12/02)	Enabling Contracts - Duration Period (Spares / Repair Contracts)
DEFCON 611(SC3) (Edn 12/14)	Issued Property
DEFCON 613 (Edn 06/97)	Authorisation of Work (PDS Contracts)
DEFCON 616 (Edn 10/98)	Competition / Alternative Sourcing
DEFCON 622 (SC3) (Edn 12/14)	Enabling Contracts - Repair Turn Around Times
DEFCON 624 (SC3) (Edn 12/14)	Use of Asbestos
DEFCON 637 (SC3) (Edn. 02/15)	Defect Investigation and Liability
DEFCON 643 (SC3) (Edn 12/14)	Price Fixing (Non-qualifying contracts)
DEFCON 681 (Edn 06/02)	Decoupling Clause - Subcontracting with the Crown
DEFCON 694 (SC3) (Edn 12/14)	Accounting for Property of the Authority
DEFCON 703 (Edn 08/13)	Intellectual Property Rights - Vesting in the Authority

K. The special conditions that apply to this Contract are:

K1. DEFFORM 177

- a. The Service Provider shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority.
- b. Unless otherwise agreed, such consent will be conditional on the proposed Sub-Contractor concluding a direct agreement with the Authority in the form set out in DEFFORM 177 to the Contract. 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 Service Provider is unable to comply with this condition he shall report the matter to the Authority's Commercial Manager and await further instructions before placing the subcontract or order.

K2. Commercial Exploitation

- a. Before selling or licensing articles or material embodying any of the results of PDS work done under this Contract for other than HM Government purpose, the Service Provider shall first agree with the Authority the sum or sums, if any, which should reasonably be paid to the Authority having regards to the amount paid or payable to the Service Provider by the Authority under the Contract.
- b. Correspondence on this subject should be addressed to the Authority's Commercial Officer at Box 1 of DEFFORM 111.

K3. Transfer of Undertakings (Protection of Employment) (TUPE)

TUPE shall be applied in accordance with Schedule 8 to the contract.

K4. Obsolescence

a. Any configuration changes due to obsolescence shall be in accordance with the Configuration Management process in the Statement of Work at Schedule 5.

b. The Service Provider shall implement a proactive Obsolescence Management strategy. This will include as a minimum:

- (1) The ongoing identification and review of obsolescence concerns and issues;
- (2) Identification of mitigation action of obsolescence concerns;
- (3) Identification of resolution action of obsolescence issues.

K5. Contract Price Variation

a. From start of Contract up to end of contract Year six, the Contract shall be priced as follows;

The prices detailed in the Schedule of Requirements and Schedules to contract shall be firm (not subject to variation), in pounds sterling, exclusive of VAT and will not be subject to any escalation.

b. Variation of Price

From the start of the options years (7-8) up to end of Contract, pricing shall be as follows;

- (1) The prices stated in the Schedule of Requirements are FIXED at Year 1 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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

Where:

V represents the variation of price

P represents the FIXED price as stated in the Schedule of Requirements

O represents the index Products of Manufacturing Industry (K3BI)

O₀ represents the average OUTPUT Price Index figure for the base period 1st January 2015.

O_i represents the average OUTPUT Price Index figure for the period (October to December of the previous year)

a represents the 10% Non Variable Element (NVE)

b represents the 90% Variable Element $a+b=1$

- (2) The Index referred to in Clause (1) above shall be taken from the following Tables:

OUTPUT Price Index - (e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.)

- (3) Indices published with a B or F marker, or a suppressed value, in the last 3 years are not valid for 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 Service Provider 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.

- (4) 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.

(5) 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 Service Provider 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 (as in clause (4) above) shall then be applied.

(6) 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.

(7) The Service Provider 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.

(8) 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 Service Provider. Where an index value is subsequently amended, the Authority and the Service Provider shall agree a fair and reasonable adjustment to the price, as necessary.

(9) Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the requirements of Clause K5 have been met.

K6. Government Furnished Assets (GFX)

a. All requirements for GFX shall be provided in accordance with the terms of DEFCON 611(SC3), and shall be as detailed at Schedule 12 to the Contract. The equipment listed will be issued to the Service Provider when required during the duration of the Contract.

b. The following definitions of the types of GFX loan, shall be applicable for the duration of this contract:

Ordinary Loan: The issue of material to a Service Provider without charge for a specific period and purpose in support of a MOD contract. Ordinary Loaned material remains the property of the MOD throughout the loan period, and should be returned unchanged, except for fair wear and tear.

Embodiment Loan: Material issued without charge to a Service Provider for embodiment in an article that is under manufacture, modification, conversion or repair under a MOD contract.

Contract Loan: Describes the temporary issue of material to a Service Provider for repair, maintenance, modification, conversion etc.

c. The Service Provider is advised that no guarantee can be given or responsibility accepted by the Authority regarding the completeness or correctness of the Articles issued for reconditioning or give indications of the reconditioning required. The Service Provider shall be responsible for making good any reasonable deficiencies within any appropriate Firm Prices that may be agreed. If Articles are issued for reconditioning less major components or, a high percentage of components then the Service Provider shall notify the Authority's Project Manager.

d. Any Authority property held by the Service Provider at completion of the contract, shall be returned to the Authority.

e. Government Furnished Assets – DIIF Laptop

(1) The following items shall be issued to the Service Provider for the sole purpose of performance of the contract:

Laptop

Dongle

SecureID Key Fob

(2) The use of the Laptop GFX is governed by the Mobile UAD Security Instructions For Defence Information Infrastructure Restricted – DII(F) Restricted. The security instructions form part of the Contract and users are required to confirm acceptance annually by completing the Restricted Mobile UAD Certificate of Understanding. A breach of the instruction will result in withdrawal of the equipment.

(3) The issue of the GFX will be to a named custodian who will ensure that all users follow the instructions referenced under condition and the additional requirements of this condition K6 to the contract. A change of custodian will require the issue of a new Letter of Carriage.

(4) The GFX is to be secured in a lockable cupboard when not in use. It is not to be removed from the Service Provider's premises unless it is required to be taken to MoD premises for the purpose of upgrades. Should the laptop be required to be taken off the Service Provider's premises for other reason than upgrades the prior authorisation of the project team's Local Security Officer is to be sought.

(5) The GFX shall remain the property of the Authority and on Contract expiry it is to be returned without delay. The Service Provider is to ensure that the GFX is insured against damage, loss and theft.

(6) Loss or theft of the equipment is to be reported within 24 hours of the occurrence to the Single Point of Contact (SPOC) on **S.40 REDACTED** and the project team's local security officer on **S.40 REDACTED**.

(7) The laptop, dongle, password and SecureID key fob are not to be stored together when not in use.

(8) The authorised personnel for the use of the equipment are:

S.40 REDACTED

Any change of these personnel will require an amendment to the contract.

(9) The use of the equipment will be controlled through a hard copy sign out book to be completed by the individual using the laptop and associated equipment. The book is subject to audits by the Authority.

(10) The laptop is required to be connected to the DII/F network every two weeks or when notified to receive security updates.

(11) The Serial Numbers for equipment is listed at Schedule 12 to the contract.

K7. Security of Authority Property

a. The Service Provider shall ensure that he is aware of all security implications when performing work under the Contract and take the necessary precautions to protect his staff and premises.

b. The Service Provider shall be entirely responsible for the security of all MOD property in his possession for the purpose of the Contract. Such property shall not be left unattended in any place accessible to the public, and, except when actually being worked on, they must be effectively secure.

c. It is emphasised that the Service Provider is responsible for ensuring the security requirements are met to the complete satisfaction of the Authority. In the event that the Service Provider does not comply with the security requirements to the full satisfaction of the Authority, the Authority shall have the right to withhold any further work under this Contract until such time as the Service Provider has complied with security requirements.

d. Except where it is necessary for the performance of the Contract, Articles shall not be removed from the premises to which they have been allocated without the prior approval of the Project Manager.

K8. Transportation

Transportation and delivery of equipment shall be in accordance with the SOW and conditions of the contract to locations specified.

K9. New Stores Rejection

Should Articles be found to be incorrect or in any way not fit for purpose a New Store Reject will be raised. The rejection shall be reported to the Service Provider

Once notified the Service Provider shall respond to the Commercial Branch within 5 business days of receipt detailing their offer of replacement / rectification. The Commercial Branch shall respond to the Service Providers offer within 5 business days.

K10. Rejection

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause a. shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within 20 (twenty) Business Days.

K11. Delivery/Collection

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;

(2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;

(4) be responsible for all costs of Delivery; and

(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2, (Schedule of Requirements for Associated Goods) by the Delivery Date between the hours agreed by the Parties;

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third Party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
- (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;
- (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet) by the Delivery Date between the hours agreed by the Parties; and
- (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause b; or
- (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause c.

K12. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Acceptance Procedure. If no acceptance procedure is so specified acceptance shall occur when either:

- (1) the Authority does act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables defined in clause K10.b has elapsed.

K13. Supply of Hazardous Material or Substance in Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the regulations set out in this condition. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in Annex A to Schedule 2 (Schedule of Requirements for Associated Goods):

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

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

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

c. As soon as possible and in any event within the period specified in Schedule 3 (Contract Data Sheet) (or if no such period is specified no later than one (1) month prior to the Delivery Date), the Contractor shall provide to the Authority's Representatives in the manner and format prescribed in Schedule 3 (Contract Data Sheet) and Schedule 9:

(1) a completed Schedule 9 (Hazard Articles, Materials or Substances Supplied under the Contract: Data Requirements), confirming whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

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

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

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

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

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

(4) where the Hazardous Contractor Deliverables are ordnance, munitions or explosives, in addition to the requirements of CHIP and/or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-85 Design Requirements for Weapons and Associated Systems.

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

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

K14. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

(1) shall comply with the Contract Specification; and

(2) must originate either;

(a) from a Legal and Sustainable source; or

(b) from a FLEGT-licensed or equivalent source.

- b. In addition to the requirements of clause a., all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
 - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract complies with the requirements of clauses a. or b. or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfy the provisions of clauses a. and b.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products Delivered to and accepted by the Authority, in accordance with condition A23.
- g. Notwithstanding clause c., if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record evidence of proof of timber origin.
- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clauses a. and b., or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an "Independent Verification" and resulting report that will:
- (1) verify the forest source of the timber or wood; and
 - (2) assess whether the source meets the relevant criteria of clause b.
- i. The statistical reporting requirement at clause j. applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition A2.
- j. The Contractor shall provide to the Authority, the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of an Enabling Contract, or at such other frequency as stated in the Contract. The Contractor shall send all completed information, including nil returns where appropriate, to the Authority's Representative (Commercial) identified in the Appendix to Contract.

k. The Timber and Wood-Containing products Supplied under the Contract: Data Requirements may be amended by the Authority from time to time, in accordance with condition A2.

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed Information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed Information can be accessed at www.fao.org).

K15. Overseas Expenditure

a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:

(1) Contract No;

(2) country in which subcontract placed/to be placed;

(3) name, division and full postal address of Subcontractor;

(4) value of subcontract as applicable to main Contract;

(5) date placed/to be placed.

b. If no overseas orders valued over £1 million are to be placed, or are placed, the Contractor shall advise the Authority to this effect.

c. For the purpose of clauses a. and b. Overseas expenditure comprises only those direct payments made by the Contractor to:

(1) Overseas firms; and

(2) UK firms, including UK branches or subsidiaries of Overseas firms,

for the supply of finished or semi-finished manufactured products imported directly into the UK by the Contractor or by such UK firms.

d. The Contractor shall submit any Information required by clause a. to the Authority's Representative (Commercial).

K16. Import Licence

If, in the performance of the Contract, the Contractor needs to import materiel into the UK for which an import licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with all reasonable assistance in obtaining any necessary import licence with regard to any defence or security issue that may arise.

K17. Copyright

a. This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.

b. The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.

c. The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.

d. The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:

(1) to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses b., c. or d. of this condition, be made available to any third party;

(2) to issue the work or any part of the work or any copy of the work or any part thereof to any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;

(3) to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;

(4) to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.

Provided that, subject to any pre-existing rights of the Authority, clauses c. and d. shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses c. and d. shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause f. below.

e. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.

- f. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.
- g. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.
- h. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

K18. Contract Meetings

- a. All meeting between the Authority and the Service Provider are to be held in accordance with the SOW at Schedule 5. The meetings shall be held at locations agreed between the Authority and Service Provider.
- b. In addition to the meetings contained in the SOW, the Service Provider shall arrange and hold a Contract start-up meeting at their premises with the Authority within thirty (30) calendar days of Contract Award.
- c. Unless otherwise agreed by the Authority, the Authority will chair all meetings. Meeting minutes shall be produced in draft form by the Service Provider and submitted to the Authority for approval.

K19. Technical Publications

The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication supplied under the Contract or any part thereof including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates.

K20. Reportable OFFICIAL and OFFICIAL-SENSITIVE Security Requirements

- a. The Contractor shall protect all Information relating to the aspects designated as Reportable OFFICIAL and OFFICIAL-SENSITIVE as identified in the security aspects letter annexed to the Contract, in accordance with the official security conditions annexed to the security aspects letter.
- b. The Contractor shall ensure that the requirements and obligations set out under paragraph a. are flowed down to their Subcontractors.

K21. Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) within Section L of this Contract. The Indicators shall be reported against monthly.

L. The processes that apply to this Contract are:

L1. Foreign and Co-operative Export Control - End User Requirements

In performing the contract the Service Provider may be required to procure items from outside the United Kingdom where it may become necessary to confirm that the item is being purchased on behalf of the Authority in order to satisfy foreign Government Export controls. Such occurrences are to be brought to the Authority's attention who may, at its own discretion, issue a letter confirming end use of the item.

L2. Authorisation and Performance of work – Post Design Services (PDS) & Repairs

a. All work required under the Contract, shall be notified to the Service Provider on the Task Forms (P1/P2/P3) at Schedule 10 to the Contract. Task forms may be initiated by the Service Provider or the Project Manager.

b. The Service Provider shall complete and sign the Tasking Form detailing the following information: firm price, material costs, delivery completion date, number of hours and hourly rate.

c. Additional work resulting out of the original task shall be against the same task number identified as /2, /3, etc. Each task will be subject to a separate definition of work, firm price and delivery arrangement.

d. All completed Tasking Forms shall be submitted to the Commercial Manager. Tasks that are identified by the Project Manager as Priority shall be marked as such in the box provided and these Tasking Forms shall be processed as expeditiously as possible once authorised.

e. No work shall be undertaken on any Task until the relevant Tasking Form has been authorised by Commercial Manager.

f. All repairs shall be in accordance with the Original Equipment Manufacturers Specification, European and UK safety standards and appropriate equipment standards.

L3. Termination of Tasks

In addition to the Authority's rights of termination under the contract, any individual task authorised under condition L2 may be terminated by the Authority at any time in writing to the Service Provider. Where appropriate, the Authority may require the Service Provider to furnish a report covering work done to the date of termination with such recommendations as may be possible at that stage. The Authority's liability shall be confined to payment.

L4. Risk Management Process

a. The Service Provider shall maintain and manage a joint Risk Register with the Authority. The register shall record all risks (both to Authority and Service Provider) which affect the performance of the Contract and work required under the SOW. The Service Provider shall make the Risk Register available to the Authority electronically.

b. The register shall be reviewed every Quarterly meeting or as requested by the Authority.

L5. Key Performance Indicators (KPIs)

a. With reference to the KPIs below, the Authority shall claim 10% Service credit for each KPI failed. The amount claimed shall be cumulative based of KPIs number failed and duration of KPI failure as detailed below,

Month 1 - 10% service credit for each KPI failed up to a maximum of 20%

Month 2 - 10% service credit for each KPI failed up to a maximum of 25%

Month 3 or greater - 10% service credit for each KPI failed up to a maximum of 50%

The Service Provider shall take all available actions to resolve any KPI failure as soon as possible

b. KEY PERFORMANCE INDICATORS (KPIs)

KPI Number	Title	Description	Targets	Consequence	Reporting Mechanism
KPI 1	Scheduled Maintenance	The Service Provider shall complete all Scheduled Maintenance within the agreed boundaries in the Statement of Work (SOW).	Met – No instances of a task not being carried out within the month. Failed – One instance of a task not being carried out within the month.	10% reduction in the following month CLS payment of the Service Fee.	The Service Provider shall report the number of tasks exceeding the target boundaries per month to the Authority. The Service Provider shall report to the Authority on KPI progress and identify any issues potentially causing a Failed, to ensure the KPI is met.

KPI Number	Title	Description	Targets	Consequence	Reporting Mechanism
KPI 2	Un-Scheduled Maintenance Non-TaskWorthy (within 24 hours)	<p>The Service Provider shall complete all Un-Scheduled Maintenance (Non-Task Worthy) within the agreed boundaries in the Statement of Work (SOW).</p> <p>Non-Taskworthy is defined as Equipment that cannot be used for a task. There are faults on the equipment that affect the legal requirement, safety requirement or severely affect its operational capability.</p>	<p>Met – No instances of a task not being carried out within the month.</p> <p>Failed – One instance of a task not being carried out within the month.</p>	10% reduction in the following month CLS payment of the Service Fee.	<p>The Service Provider shall report the number of tasks exceeding the target boundaries per month to the Authority.</p> <p>The Service Provider shall report to the Authority on KPI progress and identify any issues potentially causing a Failed, to ensure the KPI is met.</p>
KPI 3	Un-Scheduled Maintenance TaskWorthy (within five working days)	<p>The Service Provider shall complete all Un-Scheduled Maintenance (Task Worthy) within the agreed boundaries in the Statement of Work (SOW).</p> <p>Taskworthy is defined as Equipment that can be used for a task. There are faults on the equipment that do not affect the legal requirement, safety requirement or severely affect its operational capability.</p>	<p>Met – Up to one instance of a task not being carried out within the month.</p> <p>Failed – Two instance of a task not being carried out within the month.</p>	10% reduction in the following month CLS payment of the Service Fee.	<p>The Service Provider shall report the number of tasks exceeding the target boundaries per month to the Authority.</p> <p>The Service Provider shall report to the Authority on KPI progress and identify any issues potentially causing a Failed, to ensure the KPI is met.</p>

KPI Number	Title	Description	Targets	Consequence	Reporting Mechanism
KPI 4	JAMES	The Service Provider shall complete all JAMES tasks within the agreed boundaries in the Statement of Work (SOW).	<p>Met – Up to two instances of a task not being carried out within the month.</p> <p>Failed – Three instance of a task not being carried out within the month.</p>	10% reduction in the following month CLS payment of the Service Fee.	<p>The Service Provider shall report the number of tasks exceeding the target boundaries per month to the Authority.</p> <p>The Service Provider shall report to the Authority on KPI progress and identify any issues potentially causing a Failed, to ensure the KPI is met.</p>
KPI 5	Accuracy of Data	<p>The Service Provider shall ensure the accuracy of all data supplied to the Authority.</p> <p>All information provided shall be confirmed as free from errors by the Service Provider. The information must be accepted by the Authority on first receipt without any clarification or rectification required.</p>	<p>Met – Up to four instances of a task not being carried out within the month.</p> <p>Failed – Five instance of a task not being carried out within the month.</p>	10% reduction in the following month CLS payment.	<p>The Service Provider shall report the number of tasks exceeding the target boundaries per month to the Authority.</p> <p>The Service Provider shall report to the Authority on KPI progress and identify any issues potentially causing a Failed, to ensure the KPI is met.</p>

Schedule 1 - Definitions of Contract

Definitions

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
AG210	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b;
Business Day	<p>means any day excluding:</p> <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	<p>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:</p> <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be supplied;

Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Implementation Date	means 1 st June 2015, the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;
Contractor	means the person who, by the Contract, undertakes to provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

DAB Form 10	means the MOD invoice summary form;
DBS Finance	means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with SC3 Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
MOD Form 640	means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);

Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas Contractor	shall mean a Contractor that is registered and/or based outside of the UK;
P2P	means the MOD electronic ordering, receipting and payment system;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

Appendix A to Schedule 1 – Definitions of Contract

Definitions

Articles	means the Contractor Deliverables (goods and / or the services), including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies to Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract);
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
CPET	means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Diversion Order	means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Employee	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. (This definition only applies to the narrative condition “Security Measures”);
Evidence	means either: a. an invoice or delivery note from the timber supplier or subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the contract documents are issued by the Authority shall apply;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk ;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging Designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Overseas	shall mean non UK or Foreign
Packaging	Verb. The operations involved in the preparation of materiel for: transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by products but excluding sawmill co-products which fall within the category of Virgin Timber; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Secret Matter	<p>means any matter connected with the Contract, or its performance which is designated by the Authority in the Security Aspects Letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter. (This definition only applies to the narrative condition “Security Measures”);</p>
Short-Rotation Coppice	<p>means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;</p>
STANAG 4329	<p>means the publication NATO Standard Bar Code Symbolologies which can be sourced from Information at www.dstan.mod.uk/faqs.html;</p>
Timber and Wood-Derived Products	<p>means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;</p>
Virgin Timber	<p>means Timber and Wood-Derived Products that do not include Recycled Timber.</p>

Schedule 2 - Schedule of Requirements for Services for Contract No: OSVP/0011
For: CLS FOR PROTECTED PLANT

Item Number	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex-VAT)
1	Contractor Logistic Support for Protected Engineering Equipment		Priced in accordance with Condition K5 and Schedule 7 (Price)
2	Option 1 Option to extend the contract for one year period from 1 st June 2021 to 31 st May 2022. In accordance with Schedule 3 - Contract Data Sheet.		Priced in accordance with Condition K5 and Schedule 7 (Price)
3	Option 2 Option to extend the contract for one year period from 1 st June 2022 to 31 st May 2023. In accordance with Schedule 3 - Contract Data Sheet.		Priced in accordance with Condition K5 and Schedule 7 (Price)

Note: Any associated goods shall be covered at Annex A to Schedule 2

Annex A to Schedule 2 (Schedule of Requirements for Associated Goods) for Contract No: OSVP/0011
For: Contractor Logistic Support For Protected Plant Equipment

<u>Contractor Deliverables</u>									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
Total Firm Price									

Item Number	Consignee Address (XY code only)

Schedule 3 - Contract Data Sheet for Contract No: OSVP/0011

Condition A9 Governing Law	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with clause A9.f (if applicable) are as follows:</p>
Condition A22 Termination for Convenience	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
Condition A24 Contract Period	<p>The Contract expiry date shall be: 31st May 2021</p> <p>The duration of this Contract will be Six years from 1st June 2015 to 31st May 2021, with irrevocable options to extend for up to a further Two (2) years in accordance with the condition below.</p> <p><u>Options</u> The Service Provider hereby grants the Authority the irrevocable options to extend the contract duration in two 1 year periods as follows,</p> <p>OPTION 1 - Contract extension for a further 1 year (from 1st June 2021 to 31st May 2022).</p> <p>OPTION 2 - Contract extension for a further 1 year (from 1st June 2022 to 31st May 2023).</p> <p>Should the Authority wish to exercise its right to take up an option, the Authority will confirm the option to the Service Provider in writing a minimum of four (4) months before the Contract is due to expire and will formally amend the contract accordingly.</p> <p>It is agreed by the Service Provider that the Authority is under no obligation to exercise any of these options.</p>

Clause B1.b.(1) Contractor's Obligations – Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements: N/A</p>
Condition C1 Contract Price (Excl. Vat)	<p>All Schedule 2 line items shall be Firm Price other than those stated below:</p> <p>Line Items 1-3 Clause K 5 refers</p>
Clause G1.a Payment	<p>DEFFORM 30 Agreement refers (if applicable)</p> <p>Reference:</p> <p>Date:</p>
Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)	<p>Payment is to be enabled by:</p> <p>Line Items 1-3 P2P Refers</p> <p>Line Items N/A MOD Form 640 refers</p> <p>Line Items N/A AG173 refers</p> <p>(Address to which MOD Form 640 or AG173/AG210 (approval for payment) should be sent if different from Consignee):</p> <p>N/A</p>
Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: See statement of work at Schedule 5</p> <p>Frequency:</p> <p>Location:</p>

Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: See Statement of Work at Schedule 5</p> <p>Frequency:</p> <p>Content: (to include but not be limited to: costs incurred to date against work undertaken)</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: See box 1 DEFORM 111 (Annex A to Schedule 3)</p> <p>Project Manager: See box 1 DEFORM 111 (Annex A to Schedule 3)</p> <p>Payment: N/A</p>
Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Certificate of Conformity	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p>
Marking of Contractor Deliverables	<p>Special Marking requirements:</p> <p>N/A</p>

Condition K13 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances (Core+ Only)	<p>A completed Schedule 9 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSEA-Land-MovTpt-DGHSIS@mod.uk</p> <p>or if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS) Defence Safety and Environment Authority (DSEA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSEA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause K14.j Timber and Wood-Derived Products (Core+ Only)	<p>A completed return, is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>or, if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: N/A</p>

Clause K10.b Rejection (Note: If no period is inserted here the time period shall be 20 Business days)	<p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>
Clause K11.a Delivery (for Schedule 2, Appendix A items)	<p>The transport requirements shown below are applicable:</p> <p>Line Items 1-3</p> <p>To be Delivered by the Contractor (See box K11.b)</p> <p>Line Items 1-3</p> <p>To be Collected by the Authority (See box K11.c)</p>

Clause K11.b Delivery by the Contractor (for Schedule 2, Appendix A items)	(Where applicable, see box K11.a.) Special Delivery Instructions (clause K11.b.(2)) : N/A Each consignment of the Contractor Deliverables to be accompanied by (clause K11.b.3): Line Items MOD Form 640 Line Items 1-3 DEFFORM 129J Line Items 1-3 Delivery Note
Clause K11.c Collection by the Authority (for Schedule 2, Appendix A items)	(Where applicable, see Box K11.a.) Special Collection Instructions (clause K11.c.(2)): N/A Each consignment of the Contractor Deliverables to be accompanied by (clause K11.c.(3)): Line Items: MOD Form 640 Line Items: 1-3 DEFFORM 129J Line Items: 1-3 Delivery Note Consignor Address (clause K11.c.4) : Line Items: N/A Address: Line Items: N/A Address: Consignee Address Details (for the purposes of clause K3.b.(1)): Line Items: N/A Address Details: Line Items: N/A Address Details: Line Items: N/A Address Details:
Self to Self Delivery	Is Self to Self Delivery required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, Delivery address applicable:
Other Addresses and Other Information (Covers forms and publications addresses and official use information)	See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer

OIP-Comrcl-1a
Operational Infrastructure Programme (OIP)
NH 1, Spruce 3a #1309, Abbey Wood, Bristol BS34 8JH
Tel: REDACTED S.40 Email: DESLEOSP-OIP-Comrcl-1a@mod.uk

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)
OSVP-PFI-Mgr2a
Operation Support Vehicles Programme (OSVP)
NH 1, Spruce 3b #1309, Abbey Wood, Bristol BS34 8JH
Email/Tel: REDACTED S.40

3. Packaging Design Authority

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

4. (a) Supply/Support Management Branch

Tel No:
(b) U.I.N.

5. Drawings/Specifications are available from**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

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

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

For Official Use Only Recoverable YES ☒ NO ☐

Issue of Government Property YES ☒ NO ☐
VAT Contractor - Country of Origin (delete those not applicable)

UK ☒ Overseas (non-EC Country) ☐ Overseas (EC Country) ☐

If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	
Exempt	<input type="checkbox"/>	Item Nos	
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	
Taxable - Standard Rate	<input checked="" type="checkbox"/>	Item Nos	All

(where a contract is with an overseas contractor JSP 916 should be consulted)

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 ☎ REDACTED S.40
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ REDACTED S.40

9. Consignment Instructions

The items are to be consigned as follows:

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 (see Note 1)

Ministry of Defence ☎ REDACTED S.40

DBS Finance

Walker House, Exchange Flags

Fax: REDACTED S.40

Liverpool, L2 3YL

Website is: REDACTED S.40

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

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

Applications via email: DESLSLS-OpsFormsandPubs@mod.uk

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can also be obtained from the MOD Internet Website;
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Finance Branch OSVP Fin

LH No/Project No S900648200
Requisition No OSVP/0011

Project Management/
Production branch
reference
Place of
manufacture

Place of packaging

Contractor's Tel No

Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: OSVP/0011

1. Authority Changes

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

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

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

5. Contractor Changes

- a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3.b, and the process at condition 4 shall apply.

PROTECTED PLANT EQUIPMENT

Statement of Work

Operational Support Vehicle Programme

Issue:	1.0
Issue Date:	2 nd February 2015
Number of Pages:	23 Including front cover

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Operational Support Vehicle Programme
Defence Equipment & Support
Spruce 3C #1309
MoD Abbey Wood
Bristol
BS34 8JH

Authorisation

Prepared by:	REDACTED S.40	Protected Plant Project
Signature:		
Date:		
Authorised by:	REDACTED S.40	Protected Plant Project
Signature:		
Date:		
Approved by:	REDACTED S.40	Protected Plant Project
Signature:		
Date:		
<p>Operational Support Vehicle Programme Team Defence Equipment & Support Spruce 3C #1309 MoD Abbey Wood Bristol BS34 8JH</p>		

Amendments

Issue No.	Date	Incorporated by	Para	Details of Change

Appendices

Appendix	Title of Document	Version
A	Table of deliverables	1.0
B	AESP's covered by Contract	1.0
C	AESP/Form 10 process	1.0
D	Quality standards/conditions	1.0

Acronyms & Abbreviations

Acronym / Abbreviation	Definition
AESP	Army Equipment Support Publication
ALARP	As Low As Reasonably Practicable
ASEMS	Acquisition Safety and Environmental Management System
AQAP	Allied Quality Assurance Publication
CCC	Configuration Control Committee
CHE	Controlled Humidity Environment
CI	Capability Improvement
Def Stan	Defence Standard
EBC	Electronic Business Capability
ECM	Electronic Counter Measures
EFR	Equipment Failure Reports
ERR	Equipment Repair Report
FSR	Field Service Representative
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
ILS	Integrated Logistics Support
ISC	Incident Sentencing Committee
ITAR	International Traffic in Arms Regulation
JAMES	Joint Asset Management and Engineering Solutions
JSP	Joint Service Publication
KPI	Key Performance Indicator
LAIT	Land Accident Investigation Team
LLC	Limited Liability Company
LSC	Logistic Support Committee
LWT	Light Wheeled Tractor
MDAL	Master Data Assumptions List
MDP	Manufacturing Data Pack
MoD	Ministry of Defence
MWT	Medium Wheeled Tractor
NATO	North Atlantic Treaty Organisation
NSR	New Stores Rejects
NSN	NATO Stock Number
OSVP	Operational Support Vehicle Programme
PDS	Post Design Services
PI	Performance Indicator
PM	Project Manager

Acronym / Abbreviation	Definition
POEMS	Project Orientated Environmental Management System
POSMS	Project Orientated Safety Management System
QAR	Quality Assurance Representative
QDR	Quality Deficiency Reports
QPM	Quarterly Progress Meeting
RCA	Root Cause Analysis
RSME	Royal School of Military Engineering
SEFIT	Serious Equipment Failure Investigation Team
SLDT	Self Loading Dump Truck
SOW	Statement of Work
SPF	Security Policy Framework
SPoC	Single Point of Contact
SRD	System Requirements Document
STTE	Special Tools and Test Equipment
TAA	Technical Assistance Agreements
TDOL	Tech Docs On-Line
TES	Theatre Entry Standard
TLS	Through Life Support
UK Tech Rep	UK Technical Representative
UKAS	United Kingdom Accreditation Service
ULWT	Ultra Light Weight Tractor
UOR	Urgent Operational Requirement

STATEMENT OF WORK

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1.0 APPLICATION

This document applies to services provided by **the Service Provider**. On behalf of Operational Support Vehicle Team (OSVP) herein in referred to as **“the Authority”**.

This document applies to the support of the Training Fleet consisting of a minimum of 2 to a maximum of 3 x **CATERPILLAR 257 Protected Ultra Light Weight Tractor (ULWT) and attachments**, a minimum of 2 to a maximum of 3 x **CATERPILLAR 434 Protected Light Wheeled Tractor (LWT)**, a minimum of 2 to a maximum of 3 x **CATERPILLAR 938 Protected Medium Wheeled Tractor (MWT)**, a minimum of 2 to a maximum of 3 x **IVECO Self Loading Dump Truck Protected 8x8 vehicles (SLDT)**, listed in paragraph 1.1. Herein referred to as **“The Platform”**.

1.1 Vehicle Variants

All vehicle variants with attachments

Serial	Asset Code	NSN	Designation
1	NB7812-3200	3805 99 908 7478	CAT 257 Protected Ultra Light Weight Tractor
2	NB8011-1200	3805 99 908 7479	CAT 257 Auger attachment
3	NB8041-1200	3805 99 908 7480	CAT 257 Backhoe attachment
4	NB8428-1200	3805 99 908 7481	CAT 257 Breaker attachment
5	NB8121-1200	3805 99 908 7482	CAT 257 Multi-purpose bucket attachment
6	NB8262-1200	3805 99 908 7483	CAT 257 Forklift attachment
7	NB8272-1200	3805 99 908 7484	CAT 257 Container ancil pack
8	NB7810-3200	3805 99 908 7476	CAT 434 Protected Light Wheeled Tractor
9	NB7811-3200	3805 99 908 7477	CAT 938 Protected Medium Wheeled Tractor
10	NB7181-8200	3805 99 908 7616	IVECO Self Loading Dump Truck Protected 8x8

1.2 Core Services

This document identifies the work to be provided as a **Core** activity as part of the requirement.

1.3 Non-Core Services

This document identifies the work to be provided as **Non-Core** activities but is not exhaustive. **Non-Core** services are tasks provided by the Service Provider that fall outside the scope of the **Core** activities. No **Non-Core** Task shall be undertaken until authorised to do so in writing in accordance with the tasking agreement defined in the Contract and the agreed rates.

An overview of which services are **Core** or **Non-Core** can be found at Appendix A to this SOW, noting that Non-Core activities are not exhaustive.

1.4 Performance Monitoring

Any services provided by the Service Provider within this Statement of Work will be subject to performance monitoring by the Authority in accordance with the terms and conditions of the contract.

2.0 SERVICES

2.1 General

This document defines the Services delivered to the Authority through a single portal by the Service Provider.

2.2 Definitions/Scope.

The Service Provider and the Authority shall ensure that the Platform, remains fit in form and function for continued In-Service use by using the services described in this SOW. The Service Provider will provide Contractor Logistic Services to the Authority which shall include, but not be limited to:

- (i) Legislation
- (ii) Safety & Environmental
- (iii) Obsolescence
- (iv) Reliability
- (v) Maintainability
- (vi) Technical Documentation
- (vii) Equipment Capability
- (viii) Configuration Management

3.0 GENERAL ADMINISTRATION

3.1. Design Authority

Caterpillar is the Design Authority for the CAT 257 Protected Ultra Light Weight Tractor, CAT 434 Protected Light Wheeled Tractor, CAT 938 Protected Medium Wheeled Tractor platforms, whilst IVECO is the Design Authority for the Self Loading Dump Truck Protected 8x8. For the purposes of the Contract the Service Provider will support all platform types and act as the Single Point of Contact for the contract. The equipment was procured under an Urgent Operational Requirement. Protected Plant has been procured to provide the capability of the existing ULWT, LWT, MWT and SLDT but with operator ballistic and blast protection, Communications and ECM.

3.2 Management

The Service Provider shall be responsible for quality, cost effective solutions, effective performance and timely delivery of all Services and Management Support under **Core** and **Non-Core** Services.

Management includes but may not be limited to the following:

- a. Liaison with the Authority
- b. Managing the Core Services
- c. Managing the Non-core services
- d. Preparing programmes and allocating resources
- e. Managing sub-contractors
- f. Monitoring performance against targets and reporting progress
- g. Technical direction of all activities
- h. Secretarial support – as detailed at Paragraph 3.4 herein.
- i. Codification.

3.3 Authority Focal Points

The Service Provider shall appoint a project manager (PM) who shall act as the Single Point of Contact (SPoC) for the Authority. This is considered a **Core** service. The Service Provider shall manage each of the sub-contractors and provide SPoC to the Authority within those organisations. The Service Provider shall arrange visits to each of the sub-contractors within three months of the start of the contract to enable the Authority to meet (SPoC) within these organisations. This is considered a **Non-Core** service.

3.4 Meetings

The Service Provider shall provide support and attendance at the following meetings as defined in *Table 1: Core Meeting Requirements* as a **Core** service, The support includes the provision of secretarial services¹ at all meetings.

Meeting Subject	Representation	Periodicity	Location
<ul style="list-style-type: none"> Progress Meetings To include: Configuration Control Task Review Obsolescence Safety Quality Technical AESP's Performance Review Spares management Project Management Plan Joint Risk register JAMES AOB 	PM, Commercial and others that may be required	Quarterly	MoD Establishment
<ul style="list-style-type: none"> Safety and Environmental Working Group – may or may not be held as part of Quarterly Progress meetings 	PM and others that may be required	As required to support Annual review process	MoD Establishment

Table 1: Core Meeting requirements

As a **Non-Core** service the Service Provider shall provide support and attendance at the following meetings as defined in *Table 2: Non-Core Meeting Requirements*. The support includes the provision of secretarial services² at all Meetings.

Meeting Subject	Representation	Periodicity	Location
General formal technical meetings ³	PM and others that may be required	As required	As required
Task specific meetings	PM and others that may be required	As required	As required – in accordance with tasking

Table 2: Non Core Meeting Requirements

3.5 Project Advice and Assistance

The Service Provider shall provide the Authority with advice & assistance, as a Core service, for the Platform, according to the terms and conditions of the contract. They shall also provide technical information and assistance to agencies authorised by Authority to receive such information, keeping the Authority informed of any key decisions that arise.

¹ Secretarial services should include Arranging meeting, issuing calling notice, providing agenda no less than five working days in advance, take meeting minutes, providing meeting minutes no more than five working days after the meeting.

² Secretarial services will be provided by the Service Provider's PM or his delegated representative and will include: arranging meeting, issuing calling notice, providing agenda no less than five working days in advance, providing meeting minutes no more than five working days after the meeting and monitoring actions that arise.

³ A general formal technical meeting is deemed to have been called where there is a requirement for a formal meeting with an agenda that requires attendance from two or more of the Service Provider's team members together with one or more of the Authority's team members.

The SPoC shall be available during normal UK office hours⁴ and shall respond to all queries from the Authority and Users of the equipment. This is considered a Core service. This assistance, however, should not be the sole responsibility of the person(s) appointed as the SPoC.

Advice, assistance and answer(s) provided by the Prime Contractor are included in **Core** services. This is inclusive of any advice and assistance provided by the Prime Contractor's sub-Contractors.

3.6 Reports

The Service Provider shall upkeep and maintain project data on a management information system. The Service Provider will update the management information data as appropriate. The Service Provider shall issue Management Reports to the Authority monthly via electronic file as a **Core** service.

The Management Report will include, but is not limited to, the following information:

Statement and summary of invoices submitted to date;

- a. Number, value and progress of open Tasks;
- b. If there are delays in completion of tasks, then details of actions being undertaken to remedy the situation are required;
- c. Number and value of Tasks raised approved and completed in the reporting period;
- d. Update on key technical issues;
- e. Commentary on key commercial and financial issues;
- f. Obsolescence update;
- g. Safety update;
- h. Quality issues;
- i. List all Equipment Failure Reports submitted by the Authority to the Service Provider for review and analysis together with proposed remedial action where necessary
- j. Spares supply performance report
- k. Review of most significant risks
- l. Performance Measurement against KPIs.
- m. JAMES reports

3.7 Obsolescence Management

The Service Provider shall be responsible for maintaining a register of components at risk of obsolescence as part of the **Core** services.

Before components become obsolete, the Service Provider shall notify the Authority in such time, as part of the management report, so as to prevent the item becoming critical, or generating issues, as part of the **Core** services.

The Service Provider shall be responsible for identifying alternatives, codification of the replacement components, updating technical documents, and designing modifications and associated instructions as necessary, as part of the **Core** services.

3.8 Licences & Certificates

The Service Provider shall be responsible for maintaining, as a **Core** service, up to date:

- a. International Traffic in Arms Regulation (ITAR) certificate and correct Technical Assistance Agreements (TAA);
- b. Any licence (eg Laptop licensing) that is pertinent to the conduct of this Contract.

3.9 Risk Management & Issues

When required the Service Provider shall be responsible for implementing and maintaining a risk management process which is considered a **Core** service.

⁴ UK office hours are considered to be 08:00 to 17:00 Monday to Friday excluding bank holidays.

The Service Provider shall implement and maintain a joint risk and opportunity register for the duration of the Contract as a **Core** service. This register shall include all risks and opportunities relating to the **Core** and **Non-Core** services.

4.0 DOCUMENTATION MANAGEMENT

4.1 Configuration Control

The Service Provider shall perform Configuration Management in accordance with Defence Standard 05-57. This is considered a **Core** service.

The Service Provider shall perform Configuration Management on the Platform up to, and including the interface points of Government Furnished Equipment (GFE) as a **Core** service.

For either existing in service or new parts that are introduced into service, the Service Provider shall manage Configuration Control for all of their own and their sub-Contractor's Equipment as part of the **Core** services.

The Service Provider shall maintain Configuration Control of all Documentation, ensuring that it is always updated to reflect the latest approved drawing build standard at a time when changes have accumulated to be cost effective, but not exceeding 6 months. This is to be done in conjunction with the Authority, as a **Core** service.

4.2 Drawings

The Service Provider shall be responsible for the content, accuracy and authoring all amendments to Tech Docs On-Line (TDOL), as a **Non-Core** service. The Drawings are to be updated in both hardcopy (where hardcopy format exists) and electronic copy. All changes to drawings must be logged in accordance with the Authority's procedures and Def Stan 05-10 (issue 6) as a **Non-Core** service. When requested by the Authority, the Service Provider shall provide copy drawings with any necessary supporting data to support new ad-hoc codification requirements as a **Non-Core** service. Reproduction of amended hard copy, and/or electronic format Drawings for the Authority is a **Non-core** service and must be produced in a format consistent with the Authority's current media (MS OFFICE or Adobe Acrobat).

4.3 Army Equipment Support Publications (AESPs)

The Service Provider is responsible for maintaining all relevant AESPs on TDOL as detailed at Appendix B to this SOW as a **Non-Core** service.

The Service Provider in agreement with the Authority shall on a 6-monthly basis assess any proposed amendments for inclusion in the AESP. The Service Provider is responsible for authoring all amendments to AESPs and shall be responsible for their content and accuracy. The Service Provider undertakes all AESP authoring and amendments as a **Non-Core** service.

The Service Provider is responsible for considering and incorporating as necessary, any vetting comments/ amendments prior to formal issue. The Service Provider is also responsible for performing all final editorial aspects (e.g. pagination and final proof reading) as a **Non-Core** service.

The process for the production/updating of AESPs is detailed at Appendix C to this SOW.

4.4 AESP Form 10

The Service Provider shall, as directed by the Authority, action all relevant AESP Form 10s as well as create and maintain a database for AESP Form 10s as a part of the **Core** documentation services. The database will be in MS EXCEL format and shall be maintained in a management information system.

4.5 NATO Stock Numbers

The Service Provider shall send all applications for issue of new NATO Stock Numbers through the relevant Authority, with the number as part of the ordered **Non-core** activities according to this contract. The application shall include all agreed necessary information required to support the application process.

4.6 Software Management

All management of Software will be performed in accordance with the Service Provider's internal Quality System, AQAP 2110. This shall include all firmware, middleware or 3rd party software updates, software maintenance and licensing. This is considered a **Core** service.

5.0 QUALITY ASSURANCE

5.1 Quality Management

The Service Provider shall demonstrate certification to the ISO 9001:2008 standard (or equivalent e.g. AS9100) as accredited by a United Kingdom Accreditation Service (UKAS) recognised 3rd party auditing body. This certification is to be maintained throughout the life of the contract without the Authority incurring additional cost. This is considered a **Core** Service

5.2 Quality Audits

In accordance with AQAP2110, the Service Provider shall provide assistance and facilities for quality audits undertaken by the Authority's Quality Assurance Representative (QAR) as and when required, as a **Core** service.

5.3 Non Conformance

Where the Service Provider seeks approval to deliver non-conforming product the Service Provider shall comply with the requirements of Def Stan 05-61 Part 1 - Quality Assurance Procedural Requirements – Concessions. This is considered a **Core** service.

5.4 Contractor Working Parties (CWP)

Where the Service Provider is required to undertake specific tasks at a MOD establishment, facility or at locations external to the Service Provider's premises, the requirements of Def Stan 05-61 Part 4 - Contractor Working Parties shall be complied with. This is considered a **Core** service.

5.5 Independent Inspection Requirements for Safety Critical Items

Where the Service Provider during the conduct of the contract disturbs Safety Critical Items, Control Systems, first level items and personnel escape / survival systems, the requirements of Def Stan 05-61 Part 9 - Independent Inspection Requirements for Safety Critical Items shall be complied with. This is considered a **Core** service.

5.6 Standards & Conditions

Where applicable the Service Provider is required to meet the minimum standards & conditions in the literature at Appendix D to this SOW. This is considered a **Core** service.

6.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

6.1 General

The wider issues of Safety and Environment will be managed according to the guidelines described in JSP 418, JSP 454, Def Stan 00-56, Project Orientated Safety Management System (POSMS) and Project Orientated Environmental Management System (POEMS). The overall objective of this will be to ensure that the risks involved in each task are Tolerable and As Low As Reasonably Practicable (ALARP) within the constraints of operational effectiveness, time and cost.

6.2 Safety and Environmental Management System.

The Service Provider shall provide a Safety and Environmental Management System in accordance with the overarching ASEMS as a **Core** service.

The Service Provider shall apply a proactive Safety and Environmental Management System to each task as a **Core** service.

The resolution of safety issues identified by the Service Provider's Safety Management monitoring service may generate further work outside the scope of the **Core** service. The Authority may initiate further work outside the scope of the Service Provider's Safety Management monitoring service. Where additional work is required, such activities are subject to a **Non-core** support service.

6.3 Safety Notices

The Authority will issue Contractor-generated Safety Notices to the Service Provider to implement and manage, control and onwards transmittal/issue to the equipment users as part of a **Non-Core** service.

An initial response shall be delivered to the Authority within 48 hours of the Service Provider being informed by the Authority of a safety relevant issue. A full safety notice is required to be delivered to the Authority within 5 working days of the original notification (10 working days maximum).

6.4 Equipment Failure Reports

When directed by the Authority the Service Provider shall investigate and report on EFR, Equipment Repair Reports (ERR), Land Accident Investigation Team (LAIT) Reports and Serious Equipment Failure Investigation Team (SEFIT) Reports, as well as monitor and progress issues that arise as a result. Such activity is considered part of the **Non-Core** services and should be directed all times through the Authority SPoC.

6.5 Equipment and Environmental Safety Case

The Service Provider shall inform the Authority of any risk which will have an impact on the overall equipment Safety Case and / or Safety Appraisal as a **Non-Core** service. The classifications of such risks will be described in the Equipment Safety Management Plan.

The Service Provider shall provide, as a **Non-core** service, updates to the Safety Case, Hazard Log and Safety Case Report as tasked according to this contract. All Hazard Log updates to be implemented and managed on eCassandra.

6.6 Safety & Environmental Management

The Service Provider shall perform Safety & Environmental analysis and assessments of all modifications, as tasked according to this contract, and maintain the Hazard Log as described in the Safety & Environmental Management System in 6.2. This is considered a **Non-Core** service.

6.7 Meetings

The Service Provider shall provide the appropriate Safety Engineering and technical expertise for attendance at all Safety and Environmental working groups and any management meetings listed at Section 3.4 as part of the **Non-Core** services.

7.0 TASKING

7.1 General

The Service Provider shall, as a **Non-Core** service, provide tasking information and Scope of Work, together with a full cost breakdown detailing each allowance separately.

All **Non-Core** services will be completed in accordance with the Price, Time and Performance targets agreed with the Authority for each task, as defined in the Tasking Form.

If any deviation from agreed time and performance targets is identified, the Service Provider or the Authority must inform the other of such deviation within 5 working days of its occurrence.

8.0 FLEET MANAGEMENT

8.1 JAMES

The Joint Asset Management and Engineering Solution (JAMES) is a MoD application accessed via the MoD Intranet. The JAMES application is the way the MoD fleet manages its assets including protected plant. All repairs and unscheduled maintenance completed by the Service Provider to the training fleet equipment shall be recorded on JAMES this is considered as a **Non-Core** service. The Service Provider shall complete all scheduled maintenance detailed in the Army Equipment Support Publication (less the 932 Annual Inspections and table 6 Driver/Operator maintenance) to the training fleet equipment and record on JAMES within 24 hours of completing the task. This is considered a **Core** service. All spares used to complete Scheduled maintenance shall be recorded on JAMES. This is considered a **Core** service.

All modifications completed shall be recorded on JAMES this is considered a **Non-Core** service. All equipment transfer requests shall be raised and completed using JAMES. This is considered a **Non-Core** service.

The service Provider will be given a Defence Information Infrastructure laptop this will enable the Service Provider to access JAMES and update when necessary. The laptop will be placed in a lockable cabinet at the end of each day for security.

9.0 EQUIPMENT MAINTENANCE

9.1 Scheduled Maintenance

All scheduled maintenance of the training fleet equipment will be completed as detailed in the AESP this is considered as a Core service. Each scheduled task will be completed as per the dates on JAMES and should be completed within 24 hours of the repair being started, there should not be any impact to the delivery of training. This is considered a Core service. The Service Provider will engage with the trainers to gain access to equipment. All Scheduled maintenance is to be conducted on site at the training fleet locations. These locations are at RSME Chatham and Minley. If the maintenance is unable to be completed on site then a request must be submitted to the Authority to transport to a suitable repair location.

9.2 Unscheduled Maintenance

All unscheduled maintenance of the training fleet equipment is considered as a Non-Core service. All unscheduled maintenance is to be conducted on site at either of the two training fleet locations. These locations are Royal School of Military Engineering at Chatham and Minley. All maintenance and repair tasks that render the equipment non taskworthy should be completed within 24 hours of being authorised. All other maintenance and repair tasks should be completed within 5 working days. This is considered a Non-Core service.

9.3 Maintenance of unallocated equipment

The Service Provider shall complete scheduled and unscheduled maintenance of unallocated equipments that are not part of the minimum of 8 to a maximum of 12 training fleet equipments when required. The equipments that are not part of the training fleet will be held at various Engineer Units and other storage locations. This is considered a **Non-Core** service. There are a number of equipments not part of the training fleet that require level 4 repairs. These repairs will be carried out at the beginning of the contract and will be conducted at the Service Providers premises. This is considered a Non-Core service.

9.4 Special Tools and Test Equipment (STTE)

The Service Provider shall manage the training fleet Special Tools and Test Equipment and provide calibration certification when required. The Service Provider shall maintain the STTE for each of the four platforms whilst in use with the training provider. This is considered a **Core** service. The list of items that make up each platform STTE can be found within the AESP.

10.0 SUPPLY MANAGEMENT

10.1 Parts supply

All spares required to complete a task should be sourced by the Service Provider utilising items from within the consignment stock. If unavailable within the consignment stock then the Service Provider should contact the relevant supplier and place a demand to enable the completing of the task. This is considered a **Core** service.

10.2 Procurement

The Service Provider is to provide recommendations to add items to the consignment stock, this will in turn highlight any fast moving items that are not part of the consignment stock. This is considered a **Core** service. Parts that are of the protected materiel nature which have long lead times and being used frequently should be recommended to the Authority to be added to the Consignment Stock.

10.3 Repairable Parts

The Service Provider will provide a repair plan for repairable items in the Consignment Stock. This is considered a **Core** service.

The Service Provider is to provide management for all repairable items outside the Consignment Stock and provide quotes to the Authority prior to commencing any repair. This is considered a **Non-Core** service.

11.0 PACKAGE HANDLING STORAGE AND TRANSPORTATION

11.1 Consignment Stock

The Service Provider shall manage and provide facilities to enable the storage of the consignment stock. This is considered a **Core** service.

The Service Provider shall use spares from the consignment stock before seeking other supply routes. Prior approval required by the Authority before adding or replenishing the consignment stock.

11.2 Storage

The Service Provider will provide storage facilities for equipment that require level 4 maintenance and other repair activities. This is considered a **Non-Core** service.

11.3 Transport

The Service Provider will transport protected plant equipment to assist with the training requirement. Training will take place at RSME Minley and RSME Chatham. Other locations where transport will be required to assist with the training requirement are DSG Ashchurch and the Service Provider's repair locations but not limited to these. This is considered a **Non-Core** service.

12.0 POST DESIGN SERVICES

The Service Provider will provide Post Design Services to the Authority which shall include, but not be limited to:

- (i) Configuration Management
- (ii) Quality Assurance
- (iii) Maintenance
- (iv) Modifications
- (v) Obsolescence Management
- (vi) Training

PDS tasks are considered a **Non-Core** service.

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APPENDIX A - TABLE OF DELIVERABLES

1.1 Core Services

Activity	Paragraph Reference
Responsible for all management aspects of Core services	3.2
Appoint a Single Point of Contact	3.3
Attendance and support at Quarterly Meetings	3.4
Project advice & assistance	3.5
SPoC available during normal UK office hours	3.5
SPoC response to queries	3.5
Maintenance of management information system	3.6
Issue of management reports	3.6
Obsolescence Management	3.7
Maintain up to date licences & Certificates	3.8
Risk Management & Issues	3.9
Configuration Control	4.1
AESP Form 10	4.4
Software Management	4.6
Accreditation to ISO 9001:2008	5.1
Quality Audits	5.2
Non Conformance	5.3
Contractor Working Parties (CWP)	5.4
Independent Inspection Requirements for Safety Critical Items	5.5
Standards & Conditions	5.6
Safety and Environmental Management System	6.2
Updating JAMES for Scheduled Maintenance	8.1
Scheduled maintenance	9.1
Special Tools & Test Equipment	9.4
Parts Supply	10.1
Procurement	10.2
Repairable Parts	10.3
Consignment Stock	11.1

1.2 Non-Core Services

Activity	Paragraph Reference
Responsible for all management aspects of Non-Core services	3.2
Sub-contractor visits	3.3
Attendance and support and Non-Core meetings	3.4
Drawings	4.2
Army Equipment Support Publications (AESPs)	4.3
NATO Stock Numbers	4.5
Safety Notices	6.3
Equipment Failure Reports	6.4
Equipment and Environmental Safety Case	6.5
Safety and Environmental Management	6.6
Safety and Environmental Meetings	6.7
General Tasking	7.1
Updating JAMES for Unscheduled Maintenance	8.1
Updating Modifications on JAMES	8.1
JAMES transfer requests	8.1
Unscheduled Maintenance	9.2
Maintenance of unallocated equipment	9.3
Storage of Equipment	11.2
Provide Transport	11.3
Post Design Services	12.0

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APPENDIX B - AESP'S COVERED BY CONTRACT

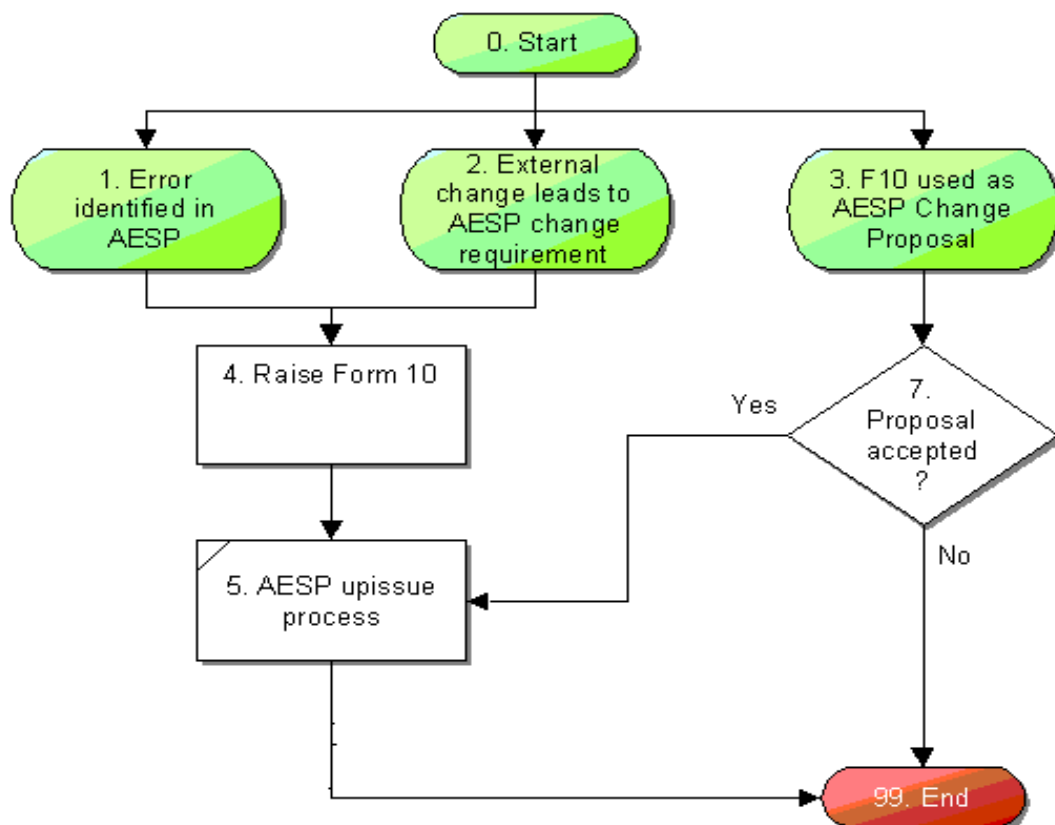
Cat 1-8 inclusive AESPs that support the Platform are to be managed by the Prime Contractor.

AESP OCTADS SERIES SUPPORTED

VARIANT	CATEGORY																	
	101	111	201	302	411	421	512	522	523	524	532	533	534	601	711	741	811	821
3805-E-123- TRACTOR, FULL TRACKED, EARTHMOVING, LIGHT (PROTECTED) CATERPILLAR 257B MULTI TERRAIN LOADER	*	*	*					*	*		*			*		*	*	
3805-E-122- TRACTOR, WHEELED, EARTHMOVING, LIGHT, (PROTECTED) CATERPILLAR 434E	*	*	*					*	*		*			*		*	*	
3805-E-121- TRACTOR, WHEELED, EARTHMOVING, MEDIUM, (PROTECTED) CATERPILLAR 938G	*	*	*					*	*		*			*		*	*	
3805-D-172- DUMP TRUCK MEDIUM, SELF LOADING, (PROTECTED), LHD, IVECO TRAKKER, AD410T45W	*	*	*					*	*		*			*		*	*	

APPENDIX C - AESP/FORM 10 PROCESS

Updating of AESPs/Form 10s is to be managed by The Service Provider in accordance with the contract. It is recognised that this is a migratory managed process, and this will be completed by The Service Provider, in conjunction with the Authority.



APPENDIX D - STANDARDS/CONDITIONS

STANDARD/CONDITIO	GUIDANCE	Version	Date	Classification
JSP418	MOD Corporate Environmental Protection Manual	Volume 2	September 2010	UNCLASSIFIED
JSP454	Land Systems Safety and Environmental Protection	Issue 6.1	September 2013	UNCLASSIFIED
JSP886 Vol 7 Part 8.05	Defence Technical Documentation – Policy and Guidance.	Version 5.2	September 2014	UNCLASSIFIED
AQAP 2105	NATO Quality Assurance Requirements for Design, Development and Production.	Issue 2	November 2009	UNCLASSIFIED
AQAP 2110	NATO Requirements for deliverable Quality Plans.	Issue 3	November 2009	UNCLASSIFIED
Def Stan 00-56 Part 1	Safety management requirements for Defence material.	Issue 5 + Amdt 1	January 2014	UNCLASSIFIED
Def Stan 05-61 Part 1	Concessions	Issue 5	August 2010	UNCLASSIFIED
Def Stan 05-61 Part 4	Contractor Working Parties	Issue 3 + Amdt 1	October 2003	UNCLASSIFIED
Def Stan 05-61 Part 9	Independent Inspection Requirements for Safety Critical Items	Issue 4	May 2010	UNCLASSIFIED
Def Stan 00-600	Integrated Logistic Support.	Issue 3	January 2014	UNCLASSIFIED
Def Stan 01-5	Fuels, Lubricants and associated products.	Issue 17	March 2011	UNCLASSIFIED
Def Stan 05-57	Configuration management of defence material.	Issue 6	June 2005	UNCLASSIFIED
Def Stan 05-99	Managing Government furnished assets in Industry.	Issue 4 + Amdt 2	December 2010	UNCLASSIFIED
Def Stan 81-41	Packaging of Defence Materiel, Parts 1,2,4 & 5.	Issue 7	May/June 2014	UNCLASSIFIED
Def Stan 81-41	Packaging of Defence Materiel, Part 3	Issue 6	June 2014	UNCLASSIFIED
Def Stan 81-41 Part 6	Packaging of Defence Materiel, Package Markings.	Issue 8	April 2013	UNCLASSIFIED
Def Stan 05-135	Counterfeit Avoidance Management (Avoidance of Counterfeit Material)	Issue 1	July 2014	UNCLASSIFIED

Schedule 6 - Contractor's Commercially Sensitive Information Form
(i.a.w Condition A14)

Contract No: OSVP/0011
Description of Contractor's Commercially Sensitive Information: Schedule of Pricing
Cross Reference(s) to location of sensitive information: Schedule 7
Explanation of Sensitivity: Commercially Sensitive
Details of potential harm resulting from disclosure: Non-Competitive
Period of Confidence (if applicable): Contract Term
Contact Details for Transparency / Freedom of Information matters: Name: REDACTED S.40 Position: Address: Briggs Equipment UK Limited Orbital Way, Cannock, Staffordshire, WS11 8XW Telephone Number: Email Address:

Schedule 7 – Contract Prices

Table 1 - Prices for Non Core Tasks

REDACTED S.43

Table 2 – Prices for Non Core Tasks (Hourly Rates)

REDACTED S.43

Table 3 – Prices for Spares Mark up, Profit and Overheads

REDACTED S.43

PAYMENT OF CORE PAYMENTS ON CONTRACT

Table 1 - Yearly Prices And Breakdown Of Core Tasks Payments

REDACTED S.43

Schedule 8 - TUPE
TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule (Schedule 8 part 1) the following definitions shall apply:

“DPA” means Data Protection Act 1998

"Employing Sub-Contractor" means any Sub-Contractor of the Service Provider providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Service Provider Employee or an Unexpected Employee;

"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;

"Previous Service Provider" means Finning (UK) Ltd;

"Previous Service Provider Employee" means an employee of a Previous Service Provider who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Service Provider or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Service Provider or an Employing Sub-Contractor of a Previous Service Provider Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Service Provider Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

“Services” shall have the meaning specified in [project team to complete];

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS SERVICE PROVIDER EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Service Provider the information listed in Appendix 1 of this Schedule 8 Part 1 in respect of Previous Service Provider Employees to the extent that such information has been provided to the Authority by the Previous Service Provider.
- 2.1.2 The Authority shall provide the Service Provider with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Service Provider.
- 2.1.3 The Service Provider shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Service Provider Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Service Provider's obligations in respect of the DPA and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Service Provider Employees

- 2.2.1 The Service Provider and the Authority acknowledge (and the Service Provider shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Service Provider agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Service Provider Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Service Provider or an Employing Sub-Contractor and the Previous Service Provider Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Service Provider agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

- 2.2.4 Save for any liabilities in respect of Previous Service Provider Employees under a Relevant Statutory Scheme or Schemes, the Service Provider or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Service Provider Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Service Provider in respect of the same.

2.3 Indemnities

- 2.3.1 The Service Provider shall indemnify and hold harmless the Authority and any Previous Service Provider against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Service Provider arising out of or in connection with:
- (a) any breach by the Service Provider and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
 - (b) any act or proposal by the Service Provider or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Service Provider Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
 - (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS SERVICE PROVIDER EMPLOYEES AND SERVICE PROVIDER PERSONNEL

3.1 Service Provider Indemnity

- 3.1.1 The Service Provider 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 the employment or termination of employment by the Service Provider or any Employing Sub-Contractor of any person (including the Previous Service Provider Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

- 3.2.1 The Service Provider shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:
- (a) any proposed, agreed or imposed changes to terms and conditions of service;

- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 8 Part 1, 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) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 **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 any 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;
 - n) Working Time Directive opt-out forms; and
 - o) Date from which the latest period of continuous employment began.
 - 1.2 **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;

1.3 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within 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.

1.4 **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.

1.5 **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.

1.6 **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 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.

Part B

1.7 Information to be provided 28 days prior to the Relevant 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.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule (Schedule 8 part 2) the following definitions shall apply:

"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 Service Provider providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Service Provider 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 Service Provider 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 and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate .

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 Service Provider 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 Schedule 8 Part 2 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 Service Provider shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 8 (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 28 days prior to the Subsequent Transfer Date the Service Provider 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 of Part 2 of this Schedule 8 (Personnel Information) relating to the Subsequent Transferring Employees. The Service Provider shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.14 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Service Provider's obligations in respect of the DPA and the Service Provider 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 Service Provider pursuant to its obligations under Paragraph 2.1.1 or 2.1.2

above, the Service Provider shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.5 On notification to the Service Provider 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 Service Provider 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 Service Provider 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 Schedule 8 Part 2.

2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 8 Part 2 request from the Service Provider any of the information in sections 1(a) to (d) of Appendix 1 and the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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; or
 - (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 Service Provider (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 Service Provider 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 Service Provider 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 Service Provider 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 Authority shall indemnify the Service 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:

- (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 omission 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),

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 Service Provider or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Service Provider 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 2.4.3, 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 Service Provider 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 Service Provider shall not recover any Costs and/or other losses under this Schedule 8 where such Costs and/or losses are recoverable by the Service Provider elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

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

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 8, 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 Service Provider 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;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) 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 28 days prior to the Subsequent Transfer Date.

4. The Service Provider will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Service Provider'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

1. Pursuant to paragraph 2.1.2 of this Schedule 8, part 2, 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:

1.1 **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;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 **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.

1.3 **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.

1.4 **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.

1.5 **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.

1.6 **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.

Part B

1.7 Information to be provided 28 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.

Appendix 3 - Employee Information

	1	2	3	4	5	6	7
Grade/Function (Care should be taken if including a singleton Grade/Pay Band as this would identify the subsequent information as relating to an individual).	S.40 REDACTED						
Location (If services currently provided are conducted at several geographical sites, care should be taken if there is only one employee or an employee in a singleton Grade/Function as this would identify the subsequent information as relating to an individual).							
Age in years (not date of birth)							
Employment status (ie Fixed term, casual, permanent).							
Length of current period of continuous employment (in years/months).							
Weekly conditioned hours of attendance (gross).							
Standard Annual Leave Entitlement (not the 'in year' leave total that may contain carry over or deficit from the previous leave year).							
Detail of current employer provided Pension Scheme Membership (Name of scheme identifying whether it is a Defined Benefit, Defined Contribution or Stakeholder arrangement, including employee contribution rate. (To ensure that the requirements of the Pensions Act 2004 can be met). In addition, please indicate if the employee is a former Civil Servant participating in a pension scheme that has been the subject of certification for "broad comparability" by the Government Actuary's Department).							
Redundancy liability information (Statutory or Enhanced Company scheme and £)							

Annual Salary.							
Details of any regular overtime commitments (These may be weekly, monthly or annual commitments for which staff may receive an overtime payment).							
Details of attendance patterns that attract enhanced rates of pay or allowances (ie shift or rostered attendance).							
Regular or recurring allowances.							
Outstanding financial claims arising from employment (ie season ticket loans, transfer grants - noting that these will only give an indication of the type and value of loan balances and that these will change during the bid period).							
Addition information about factors influencing staffing levels and costs.							

**Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the Contract:
Data Requirements**

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

Contract No: OSVP/0011

Contract Title: CONTRACTOR LOGISTIC SUPPORT FOR PROTECTED PLANT EQUIPMENT

Contractor: BRIGGS EQUIPMENT UK

Date of Contract: 01/06/2015

* To the best of our knowledge there are no hazardous Articles, materials or substances to be supplied. ☒

Contractor's Signature:

Name: **REDACTED S.40**

Job Title: **REDACTED S.40**

Date: 01/06/2015

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Schedule 10 – Tasking Forms

PDS/REPAIR TASKING PROFORMA 1

REQUEST FOR A TIME/COST QUOTATION

1. To From: OSVP
DE&S Abbey Wood
NH1, Spruce 3A #1309
Bristol
BS34 8JH

2. Contract No. OSVP/0011 Task No..... UIN.....
Priority.....

3. Please provide a Time/Cost Quotation or re-quote for the information below:

4. Security Classification (must be completed).....

5. Date..... Signed.....

Name.....

Copy to: Commercial

PDS/REPAIR TASKING PROFORMA 2

TIME/COST QUOTATION

1. To OSVP From:
DE&S Abbey Wood
NH1, Spruce 3A #1309
Bristol
BS34 8JH

A time/cost quotation is provided in section 4 below in respect of Task No.....
On the basis of current programme planning the resources defined in Section 4 are available for the period shown without conflict with existing commitments and your task can be undertaken.
This is a FIRM PRICE.

Signed..... Name..... Date.....

2. Contract No: OSVP/0011

3. Assumed Start Date:..... Completion Date.....

4. Cost

- | | |
|--|--------|
| a. Direct Labour (Firm man hour rates inclusive of profit and overheads) | £..... |
| b. Materials/Subsistence | £..... |
| c. Bought Out Parts | £..... |
| d. Sub Contracted Work | £..... |
| e. Special Jigs/Tools | £..... |
| f. Overheads (applicable to items b-e) | £..... |
| g. Profit (applicable to items b-e only) | £..... |

Total Firm Price £.....

PDS/REPAIR TASKING PROFORMA 3

AUTHORISATION/CANCELIATION

1. To

From: OSVP

DE&S Abbey Wood

NH1, Spruce 3A #1309

Bristol

BS34 8JH

2. Contract No. OSVP/0011

Task No.....

3. * a. Please proceed with the work to the total cost of £.....(Firm/Fixed Price)
as quoted in Section 4 of Tasking Proforma 2 dated

All work to be completed by.....

b. Please provide a revised time/cost quotation for Task No.....

c. Please provide a time/cost quotation for Task No.....

d. Please take no further action.

e. Please terminate work on this task and supply the cost of termination.

* Delete as appropriate

I am content with the breakdown of submitted prices and that it is in accordance with the terms and conditions contained within the contract.

4.a. Signed.....
Commercial Branch

Name.....
(Block Capitals)

Tel. No

Date.....

Schedule 11 – Security Aspects Letter



Ministry
of Defence

REDACTED S.40

Defence Equipment and Support
Operational Support Vehicles Programme (OSVP)
Spruce 3c #1309
MOD Abbey Wood
Bristol
BS34 8JH



Tel: REDACTED S.40
Email: REDACTED S.40

Briggs
Suite 6,
Hitching Court,
Blacklands Way,
Abingdon,
Oxon
OX14 1RG
REDACTED S.40

Please reply to:
as letter head
Our Reference:
OSVP/0011
Date: 10 February 2015

Dear Sir

OSVP/0011 CONTRACTOR LOGISTIC SUPPORT FOR PROTECTED ENGINEERING EQUIPMENT

SECURITY ASPECTS LETTER

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, plan, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender, is subject to the provisions of the Official Secrets Acts 1911-1989.
2. In the event of a contract being placed with you, the following aspects would constitute 'SECRET Matter' for the purpose of the Security Clause included in the contract and information that is OFFICIAL-SENSITIVE.

ASPECTS	CLASSIFICATION
Schedule 5 - Specification for Contract	OFFICIAL-SENSITIVE
AESPs - 101, 111, 201, 302, 411, 421, 512, 522, 523, 524, 532, 533, 534, 601, 711, 741, 811, 821	OFFICIAL-SENSITIVE

REPORTABLE UK OFFICIAL ASPECTS
Schedule 5 - Specification for Contract

3. The requirements, which outline the principal measures required to safeguard reportable OFFICIAL and OFFICIAL-SENSITIVE information, is attached for your compliance.

4. Will you please confirm that measures can and will be taken as necessary to safeguard the protective aspects referred to above.

Yours faithfully

REDACTED S.40

Copy via DII email to:

REDACTED S.40

Reportable OFFICIAL and OFFICIAL- SENSITIVE Security Condition for UK Contracts

Definitions

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

Security Grading

2. The Authority shall issue a Security Aspects Letter which shall define the OFFICIAL- SENSITIVE and Reportable OFFICIAL information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

Official Secrets Acts

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

Protection of Reportable OFFICIAL and OFFICIAL- SENSITIVE Information

4. The Contractor shall protect Reportable OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

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

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

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

8. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 31.

Access

9. Access to Reportable OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.

10. The Contractor shall ensure that all individuals having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-

SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

Hard Copy Distribution of Information

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

Electronic Communication, Telephony and Facsimile Services

13. Reportable OFFICIAL information may be emailed unencrypted to recipients over the internet when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions. OFFICIAL-SENSITIVE information shall normally be transmitted over the internet encrypted using a Foundation Grade or equivalent product. Information about Foundation Grade products and the CESG Commercial Product Assurance scheme is available at: <http://www.cesg.gov.uk/servicecatalogue/Product-Assurance/Pages/Product-Assurance.aspx>. Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.
14. OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.
15. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not with (or within) earshot of unauthorised persons.
16. OFFICIAL-SENSITIVE information may be faxed to UK recipients.
17. Reportable OFFICIAL information may be discussed with and faxed to recipients located overseas.

Use of Information Systems

18. The detailed functions that must be provided by an IT system to satisfy the minimum requirements described below cannot be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
19. 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.
20. The following describes the minimum security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.
 - a. Access Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of "least privilege" will be applied to System Administrators. Users of the IT System -Administrators should not conduct 'standard' User functions using their privileged accounts.

- b. Identification and Authentication (ID&A). All systems shall have the following functionality:
- (1) Up-to-date lists of authorised users.
 - (2) Positive identification of all users at the start of each processing session.
- c. Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be 'strong' using an appropriate method to achieve this, for example including numeric and "special" characters (if permitted by the system) as well as alphabetic characters.
- d. Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
- e. Data Transmission. Unless the Authority authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a Foundation Grade product or equivalent as described in paragraph 13 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:
 - (e) Type of event,
 - (f) User ID,
 - (g) Date & Time,
 - (h) Device ID,

The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know.

If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

- g. Integrity & Availability. The following supporting measures shall 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 shall 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” shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring.

A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

- 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 shall not be connected direct to the Internet or ‘untrusted’ systems unless protected by a firewall (a software based personal firewall is the minimum) which is acceptable to the Authority’s Principal Security Advisor.
- k. Disposal Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

21. Laptops holding any MOD supplied or contractor generated Reportable OFFICIAL and OFFICIAL-SENSITIVE information are to be encrypted using a Foundation Grade product or equivalent as described in paragraph 13 above.
22. Unencrypted laptops not on a secure site¹ are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt the term “drives” includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media e.g. CDs and DVDs), floppy discs and external hard drives.
23. 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.
24. Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

25. The contractor shall immediately report any loss or otherwise compromise of Reportable OFFICIAL and OFFICIAL-SENSITIVE information to the Authority.
26. Any security incident involving any MOD owned, processed, or contractor generated Reportable OFFICIAL or OFFICIAL-SENSITIVE information defined in the contract Security

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

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

JSyCC WARP Contact Details

Email: For those with access to the RLI: CIO-DSAS-JSyCCOperations

Email: For those without access to the RLI: CIO-DSAS-JSyCCOperations@mod.uk

Telephone: Working Hours: 030 677 021 187

Out of Hours/Duty Officer Phone: 07768 558863

Fax: 01480 446328

Mail: Joint Security Co-ordination Centre (JSyCC), X007 Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambs PE28 2EA.

Sub-Contracts

27. The Contractor may Sub-contract any elements of this Contract to Sub-contractors within the United Kingdom notifying the Authority. When sub-contracting to a Sub-contractor located in the UK the Contractor shall ensure that these Security Conditions shall be incorporated within the Sub-contract document. The prior approval of the Authority shall be obtained should the Contractor wish to Sub-contract any Reportable OFFICIAL or OFFICIAL-SENSITIVE elements of the Contract to a Sub-contractor located in another country. The first page of Appendix 5 (MOD Form 1686 (F1686)) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 form can be found at Appendix 5 at:

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

If the Sub-contract is approved, the Authority shall provide the Contractor with the security conditions that shall be incorporated within the Sub-contract document.

Publicity Material

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

Private Venture

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

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/300050/pv_grading_flyer_apr14.pdf

Promotions and Potential Export Sales

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

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

Destruction

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

Interpretation/Guidance

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

33. Further requirements, advice and guidance for the protection of MOD information at the level of Reportable OFFICIAL and OFFICIAL-SENSITIVE may be found in Industry Security Notices at: <https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

34. 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 Authority to ensure compliance with these requirements.

Schedule 12 – Government Furnished Assets (GFX)

Table 1 – Protected Plant Equipment

Serial	Asset Code	NSN	Designation
1	NB7812-3200	3805 99 908 7478	CAT 257 Protected Ultra Light Weight Tractor (UWLT(P))
2	NB7810-3200	3805 99 908 7476	CAT 434 Protected Light Wheeled Tractor (LWT(P))
3	NB7811-3200	3805 99 908 7477	CAT Protected Medium Wheel Tractor (MWT(P))
4	NB7181-8200	3805 99 908 7616	IVECO Self Loading Dump Truck Protected 8x8 (SLDT(P))

Table 2 – STTE Equipment To Be Provided

Serial	Description
1	938 Calibration Kit Pro Lec
2	SK1609 Caterpillar 257 Mtl Stte A Kit
3	Sk1610 Caterpillar 257 Mtl Stte B Kit
4	Sk1615 Caterpillar 938 Mwt (P) Stte A Kit
5	Sk1616 Caterpillar 938 Mwt (P) Stte B Kit
6	SK1644 434 LWT (P) STTE KIT A
7	SK1649 434 LWT (P) STTE KIT B
8	C005290 IVECO Trakker Chassis A+B Box

Table 3 – Laptop GFX And Associated Equipment

Serial	Description	Serial Number
1	Laptop	*****
2	Dongle	*****
3	SecureID Key Fob	*****

**Table 4 - Levels Of Con Stock To Be Issued To The Service Provider By The Authority At Contract
Start**
(Quantities to be inserted following transfer of stock)

SERIAL	PART NO.	DESCRIPTION	QUANTITY
1	AA-102-277	WASHER	
2	AA-2060-759	CAP	
3	AA-2060-760	PLATE	
4	AA-2060-935	M16 X 70 SCREW SPL	
5	AA-2385-276	BLOCK	
6	AA-2461-122	RUBBER GASKET	
7	AA-2499-214	PLATE	
8	AA-2508-126	BOLT	
9	AA-2508-207	PACKER	
10	AA-2611-634	DECAL	
11	AA-2617-368	GASKET	
12	AA-2668-146	BAR	
13	AA-2668-189	LOCK	
14	AA-2668-296	WELDED ASSEMBLY	
15	AA-2740-177	PLATE	
16	AA-2740-178	WELDED ASSEMBLY	
17	AA-2740-206	WELDED ASSEMBLY	
18	AA-2740-221	WASHER	
19	AA-2740-260	WELDED ASSEMBLY	
20	AA-2740-307	LINER	
21	AA-2740-417	LIGHT GUARD	
22	AA-2740-422	SPACER	
23	AA-2740-499	PLATE	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
24	AA-2865-085	WINDOW	
25	AA-2865-1040	PLATE	
26	AA-2865-1043	TIE ROD	
27	AA-2865-1052	PROTECTION	
28	AA-2865-1220	ASSEMBLY	
29	AA-2865-1224	PLATE	
30	AA-2865-1391	DOOR HANDLE	
31	AA-2865-1555	PLATE	
32	AA-2865-1570	DECAL	
33	AA-2865-1573	STRAP	
34	AA-2865-1614	FLASHING BEACON	
35	AA-2865-355	LOCK	
36	AA-2865-546	HARNESS BATTERY BA	
37	AA-2865-550	HARNESS EQUALISER	
38	AA-2865-570	HARNESS	
39	AA-2865-571	HARNESS	
40	AA-2865-575	HARN SLIT CHARGE	
41	AA-2865-576	HARNESS FORCE PROT	
42	AA-2865-577	HARNESS FORCE PROT	
43	AA-2865-617	HARNESS - RESISTOR	
44	AA-2865-652	BRACKET	
45	AA-2865-705	BRACKET	
46	AA-2865-786	PLATE	
47	AA-2865-787	PACKER	
48	AA-2869-071	HARNESS	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
49	AA-2869-079	HARNESS PWR CABLE	
50	AA-2869-135	HOOK BATTERY CLAMP	
51	AA-2880-053	PLATE WASHER	
52	AA-2880-059	PLATE FORMED BRACK	
53	AA-2880-069	CAMBUCKLE STRAP	
54	AK5826	NUT DRIVER	
55	BI.15110	PANEL ASSEMBLY SID	
56	BI.15130	PANEL ASSEMBLY SMA	
57	BI.15140	PANEL ASSEMBLY DOO	
58	BI.15150	PANEL ASSEMBLY TOP	
59	BI.15170	OVER SCREEN PANEL	
60	BI.15180	CENTRE LINK PANEL	
61	BI.15190	WNDSCN ACCESS DOOR	
62	BI.15200	LOWER SCREEN PANEL	
63	BI.15310	PLATE ASSEMBLY RH	
64	BI.15330	PLATE ASSEMBLY RH	
65	BI.15340	PLATE ASSEMBLY RH	
66	BI.15350	PLATE ASSEMBLY RH	
67	BI.15360	PLATE ASSEMBLY LH	
68	BI.15370	PLATE ASSEMBLY LH	
69	BI.15380	PLATE ASSEMBLY LH	
70	BI.15390	PLATE ASSEMBLY LH	
71	BI.15400	PLATE ASSEMBLY LH	
72	BI.15410	MOUNT ASSEMBLY LH	
73	BI.15420	PLATE ASSEMBLY FRO	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
74	BI.15430	BRACKET LOWER LH W	
75	BI.15440	BRACKET RH WINDSCR	
76	BI.15470	STUB ATTACHMENT	
77	BI.15480	STUB ATTACHMENT LH	
78	BI.15490	STUB ATTACHMENT RH	
79	BI.15500	BRACKET ASSEMBLY C	
80	BI.15510	CLAMP ASSEMBLY -	
81	BI.15520	HINGE ASSEMBLY -	
82	BI.15550	MIRROR ASSY LH	
83	BI.15560	MIRROR ASSY RH	
84	BI.15710	PLATE ASSEMBLY RH	
85	BI.15720	MOUNT ASSEMBLY TOP	
86	BI.15730	MOUNT ASSEMBLY TOP	
87	BI.15750	MOUNT ASSEMBLY LOW	
88	BI.15760	PLATE ASSEMBLY LH	
89	BI.15780	MOUNT ASSEMBLY TOP	
90	BI.15790	MOUNT ASSEMBLY SID	
91	BI.15810	MOUNT ASSEMBLY LH	
92	BI.15820	FRONT ROOF SUPPORT	
93	BI.15830	SUBFRAME ASSY FRON	
94	BI.15850	LH WINDSCREEN BRKT	
95	BI.15860	RH WINDSCREEN BRKT	
96	BI.15880	MIRROR KIT RH -	
97	BI.15910	LOCK BOSS TYPE 1	
98	BI.15920	LOCKING CLAMP	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
99	BI.15930	PLATE ASSEMBLY ROO	
100	BI.15950	SPACER ASSY THREAD	
101	BI.15999	FIXING KIT -	
102	BI.17500	GUARD SPLASH -	
103	BI.17510	GUARD SPLASH LH	
104	BI.17520	GUARD SPLASH RH	
105	BOSSP16	WIPER BLADE	
106	CDGEN035	PLUMBER BLOCK	
107	CDGEN038	GENERATOR	
108	CDGEN039	PULLY/GROOVE	
109	CDGEN051	SPIGOT	
110	DIN-39-ST-20-E	DOOR HANDLE	
111	DS23356	EMC FILTER	
112	D060145-01-A	CONVOY LIGHT	
113	D060160-01-B	HEADLAMP GUARD	
114	FB18	WIPER BLADE	
115	FD/10/9598001	PIN	
116	FD/10/9598001-A	PIN AND R CLIP	
117	FD938 0100	STRAP RATCHET KIT	
118	F105	BUTTON SCREW	
119	F109	SCREW	
120	F123	M8 X 35 HEX SCREW	
121	F174	HEX SCREW	
122	F175	CAPSCREW	
123	F176	SCREW	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
124	F178	SKT HD SCREW	
125	F180	SCREW	
126	F198	BOLT	
127	F227	SCREW	
128	F241	SOCKET HEAD SCREW	
129	F243	HEX SCREW	
130	F385	WASHER	
131	F392	M8 X 16 WASHER	
132	F394	PLAIN WASHER	
133	F407	WASHER	
134	F411	WASHER	
135	F670	M16 X 110 SOCKET	
136	F791	NYLOC NUT M8	
137	GN33143	PLUNGER	
138	HP20G4026	STRAP	
139	MS-2617-1034	WELDED ASSY HINGE	
140	MS-2617-112	HINGE	
141	MS-2617-294	WELDED ASSEMBLY	
142	MS-2740-012	ARMOUR KIT	
143	MS-2740-024	CAB DOOR ASSEMBLY	
144	MS-2740-026	HATCH	
145	MS-2740-027	ROOF HATCH ASSY	
146	MS-2740-047	WINDOW ASSEMBLY	
147	MS-2740-074	WINDOW ASSEMBLY	
148	MS-2740-100	WELDED ASSEMBLY	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
149	MS-2740-102	REAR WELDED ASSEMB	
150	MS-2740-103	DOOR ASSEMBLY	
151	MS-2740-247	WIPER ARM	
152	MS-2740-333	MOUNTING BRACKET	
153	MS-2740-340	HOOD ASSEMBLY	
154	MS-2740-382	ROD ASSEMBLY	
155	MS-2740-388	MOUNTING BRACKET	
156	MS-2740-406	WELDED ASSY	
157	MS-2740-410	WELDED ASSY	
158	MS-2865-1230	BRACKET-BAR ARMOUR	
159	MS-2865-1255	BRACKET	
160	MS-2865-1259	BRKT BATTERY COMP	
161	MS-2865-1474	WIPER MOTOR ASSEMB	
162	MS-2865-1526	FILTER BOX	
163	MS-2865-353	ROD LOCK	
164	MS-2865-419	WELDED ASSEMBLY	
165	MS-2865-591	WELDED ASSEMBLY FE	
166	MS-2865-592	WELDED ASSEMBLY FE	
167	MS-2865-907	GUARD-WORK LIGHT	
168	MS-2869-040	GROUND PLANE BRACK	
169	MS-2869-119	BATTERY CLAMP ASSY	
170	MS-2880-026	PANEL REAR C/W GLA	
171	MS-2880-027	SEAT BACK PANEL	
172	MS-2880-028	R/H SIDE PANEL	
173	MS-2880-030	CAB INTERIOR FOOT	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
174	MS-2880-065	WELDED ASSEMBLY	
175	MS-2880-067	WELDED ASSEMBLY	
176	Q100092-087	IR KIT	
177	Q10092-105	BRKT REAR LAMP	
178	Q10092/090	BRK REAR LAMP	
179	SSFC10070A47	SCREW	
180	SSFH16130A47	BOLT	
181	SSWPA06A2	WASHER	
182	TI-MINISIGHT	SENSOR	
183	TI-MINISIGHTAC	POUCH	
184	UB11206	NUT	
185	UB205193	COUPLING MALE	
186	UB600871-1	CYLINDER ASSY	
187	UB600871-5	END CAP	
188	UB600873-1	PIVOT LINK CAST	
189	UB613929-2	STEEL PIPE	
190	UB613930-1	HOSE ASSEMBLY	
191	UB613930-2	HOSE ASSEMBLY	
192	UB700114	BUSHING SLEEVE	
193	UB701669	CLAMP	
194	WFM-1012-09	BUSH	
195	0-376-85	MEGA FUSE HOLDER	
196	0-378-15	MINI FUSE 50A	
197	0-387-15	50A MIDI FUSE	
198	0-729-00	RELAY BASE	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
199	0016597925	HEXAGON BOLT	
200	0016630134	HEXAGON BOLT	
201	0016710234	SOCKET-HEAD SCREW	
202	0017299681	O-RING	
203	0018057771	CLIP PIN	
204	0025373	LINK	
205	0026800140	ROLLER BEARING	
206	0041003115	ANCHOR PIN	
207	0041017788	MUDGUARD RETAINER	
208	0041021239	MUDGUARD RETAINER	
209	0041028296	BRACKET	
210	0041028298	BRACKET	
211	0041029304	WATER HOSE	
212	0041029796	ELBOW COUPLING	
213	0041029928	WATER HOSE	
214	0041042851	LEVEL SENSOR	
215	0041211408	QUICK COUPLER	
216	0041214925	STEERING CYLINDER	
217	0041215659	WATER HOSE	
218	0041215957	DELIVERY LINE	
219	0041215959	DELIVERY LINE	
220	0041218267	INTERCOOLER	
221	0041218674	STEERING ARM	
222	0041220822	SOCKET	
223	0041221144	AERIAL WIRE	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
224	0041221162	PUMP	
225	0041221163	PUMP	
226	0041221959	LINE	
227	0041221960	OIL HOSE	
228	0041228031	WATER PIPE	
229	0041243257	PROTECTION	
230	0041244393	WIRE/CABLE	
231	0041244788	SUPPORT	
232	0041245094	WIRE/CABLE	
233	0041245364	WIRE/CABLE	
234	0041269000	SUPPORT	
235	0041269090	EXHAUST PIPE	
236	0041269137	BUSH	
237	0041269180	CAB SHOCK ABSORBER	
238	0041269223	CAB SHOCK ABSORBER	
239	0041269226	CATALYTIC SILENCER	
240	0041269316	HOSE	
241	0041269480	MUDGUARD RETAINER	
242	0041272108	PLATE	
243	0041282207	HOSE	
244	0041285123	CONNECTOR	
245	0041285242	CIRCLIP	
246	0041296203	SHOCK ABSORBER	
247	0041430421	CAB TILTINGCYLIND.	
248	0041801045	CLIP	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
249	0042099029	CAMOUFLAGE LAMP	
250	0042106884	AIR HOSE	
251	0042109743	SPRING CLAMP	
252	0042115529	TRACK ARM LEFT	
253	0042115530	TRACK ARM RIGHT	
254	0042123942	COLLAR SCREW	
255	0042129185	DRIVE BEVEL	
256	0042533785	UNIVERSAL JOINT	
257	0042538384	ROD CLEVIS	
258	0042539194	ELECTR.CONTR.UNIT	
259	0042563601	PIN	
260	0042563602	CLIP	
261	0042563907	DOOR RAM	
262	0042564140	CABLE	
263	0042564142	RETAINER	
264	0042566156	TOOL MINELOCK	
265	0093193224	COVER	
266	0098418719	T-COUPLING	
267	0098439471	OIL PUMP-STEERING	
268	0098469635	SPRING SLEEVE	
269	0098489294	AIR BOTTLE	
270	0099471886	SENSOR	
271	0099486046	STARTER MOTOR	
272	01-10230135-012	GAS SPRING	
273	01-10230210-019	GAS SPRING 300N	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
274	01-10230210-021	GAS SPRING 600N	
275	01-10230210-022	GAS SPRING 800N	
276	0155299	PIN 30*40	
277	0500307183	FRONT ENG. MOUNT	
278	0500309819	FUSE	
279	0500317934	FRONT ENG. MOUNT	
280	0500317936	FRONT ENG. MOUNT	
281	0500317938	REAR ENG. MOUNT	
282	0504096696	PUSH BUTTON	
283	0504098243	SIDE LAMP	
284	0504098245	SIDE LAMP	
285	0504159021	FRAME	
286	0504159294	SWITCHGEAR	
287	0504231892	MUD GUARD	
288	0504238203	HEADLIGHT	
289	0504238213	HEADLIGHT	
290	0504238414	HEADLIGHT	
291	0504244375	SWITCH	
292	0504254055	TRAY/SHELF	
293	0504270516	FUEL LINE	
294	0504270518	FUEL LINE	
295	0504271278	ADJUSTING DEVICE	
296	0504273937	ECU-ADM	
297	0504274532	SWITCH	
298	0504319494	FUEL LINE	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
299	0504328643	DELIVERY LINE	
300	0504342304	ECU-VCM	
301	060112-01-A	BRACKET LH	
302	1074-014	LINCH PIN	
303	10778	CAP	
304	1091-17	BUSH	
305	1091-26	HANDLE	
306	12365	PLUG	
307	17087074	CIRCLIP	
308	19062003 WKS	CLEVIS PIN	
309	2022-001	TOP HAT BUFFER	
310	21744-199	UNDER PLATE SPACER	
311	244R115N	TREAD	
312	2500SR-THIN	SEALING RING	
313	2668862	DUST CAP	
314	2711-0617	MONOBOLT	
315	2788	DEADLOCK	
316	296012331	HOSE BRKT TO RTTOR	
317	296012332	HOSE BRKT TO RTTOR	
318	2996409	ECU ENGINE	
319	2997730	PLAST F/PLATE LH	
320	3000/5645	LASHING STRAP 1M	
321	3201178	HOLDER	
322	3201372	BRACKET	
323	3285/032	ANTI-LUCE CLIPS	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
324	3646346	LOAD HOOK	
325	3666124	LOAD HOLDING VALVE	
326	3798116	SPRING CLIP	
327	3798117	PIN CENTRAL	
328	3798120	HOSE NIPPLE	
329	3798492	RING CENTRAL	
330	39006-25030	NUT	
331	41011718	CLIP	
332	41022970	THRMOSTAT	
333	41023954	EARTH WIRE	
334	41211336	STEERING OIL PUMP	
335	41219430	SHROUD	
336	41238042	PIPE DRYER	
337	41245626	SUPPORT	
338	41269001	SUPPORT	
339	41269369	ROAD WHEEL	
340	418681	ASSA LOCK-8MM EX	
341	42127683	DRIVE BEVEL	
342	42128134	AXLE ASSY	
343	42128137	AXLE	
344	42563558	WINDOW	
345	42563565	NUT PLAIN HEX	
346	42563888	PLATE	
347	42563889	LOCK	
348	42563891	BUSHING	

SERIAL	PART NO.	DESCRIPTION	QUANTITY
349	42564188	SEAT BELT	
350	42565955	JOINT FITTING	
351	42566225	CYLINDER ASSY	
352	434QCB	BLUE HOSE	
353	434QCY	YELLOW HOSE	
354	4700846	FLAT WASHER	
355	4700847	PACKING PREFORMED	
356	4707313	GASKET	
357	4737086	WNDSCRN WIPER TANK	
358	4784894	RETAINING BOLT	
359	500025779	LOCKING FUEL CAP	
360	504085627	PROTECTION LEFT	
361	504132378	INJECTOR	
362	504270517	FUEL PIPE	
363	504312002	ENGINE ASSEMBLY	
364	504316316	PLASTIC FOOTPLATE	
365	5642040	L.H.V.	
366	5801	LOCK + 2 KEYS	
367	5801559668	PLASTIC TUBE	
368	6004015	OIL LINE	
369	6021619	BOLT	
370	6027788	REMOTE KEY	
371	6046495	OIL LINE	
372	6046497	OIL LINE	
373	6064365	OIL LINE	




SERIAL	PART NO.	DESCRIPTION	QUANTITY
374	608491-1	TINE PIN	
375	6094878	HEAD LAMP	
376	6132044	VALVE BLOCK	
377	6132682	SIGNAL COLUMN	
378	6133097	CONTROL PANEL J9	
379	6134992	EXTENTION RAM	
380	6134994	VALVE SECTION	
381	613959-1	HOSE	
382	689-417	JOINT	
383	8136087	BUSH	
384	815004014	FEM CAP GREEN	
385	8168365	WASHER	
386	8169522	HOSE	
387	8169974	CONTROL VALVE	
388	8188036	STEERING OIL TANK	
389	8188038	STEERING OIL TANK	
390	93906621	NUT	
391	98427035	RUBBER PLUG	
392	98474263	DOWEL	
393	99471879	HEATER WATER P	

Schedule 13 – DEFFORM 30

INSERT DEFFORM 30 [WHEN COMPLETED]

Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

From:		Unique Identifier: 
Via:		To:
Demand / Task Reference: 		
Description:		
RDD:	SPC:	UN Haz Code:
Date Shipped:	Batch Number:	Piece Number:
Weight:	Dimensions:	
NSN: 		
IMC/DMC:	D of Q:	Qty in Package: Total this Delivery:

NB Four fields have been completed for illustration purposes only.

ANNEX A TO DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
A	From	Details of the supplier providing the Goods or Service.		256	alphanumeric		Goods & Services
B	Unique Identifier (UOI, URRI or EUPI)	Unique Order Identifier (UOI) Produced by P2P for non inventory Purchase Orders	<p>The identifier that P2P uses to uniquely identify a specific shipment within a Purchase Order Line.</p> <p>These fields are concatenated together in the UOI.</p> <p>This field should be provided in both Bar Code Symbology 39 and human readable text.</p>	30	Alphanumeric and Bar Code Symbology 39	<p>A concatenation of the PO Number, PO Line Number and PO Shipment Number delimited by the forward slash character '/'</p> <p>If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'.</p> <p>Example of a UOI for a BPA:</p> <p><i>123456-1234/12345/1234</i></p> <p>If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is: Numeric</p>	Goods & Services

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
						Example of a UOI for a Standard PO or CPA: 23456/12345/1234	
		Unique Receipt Reference Identifier (URRI) Produced by P2P for Inventory Orders	<i>An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.</i>	6	<i>This attribute is provided in both Bar Code 39 and human readable text format.</i>	5 or 6 alphanumeric in the following formats: <i>For deliveries to Sea: Sxxxxxa e.g. S1234AA</i> <i>For deliveries to Land: Lxxxxxa e.g. L1234BA</i> <i>For deliveries to Air: xxxxxA e.g. 12345A</i>	Goods and Services
		Electronic Business Capability Unique Package Identifier (EUPI)	An alphanumeric sequence generated by the supplier.	12	alphanumeric		Goods
C	Via	Intermediate Address responsible for forwarding the package to the final destination. The address to which the supplier should send the delivery if filled in.		256	alphanumeric		Goods and Services
D	To	The Final Address to which the package shall be delivered or, in the case of a service, the address of the receipting authority. Unit name Delivery Address 1		256	alphanumeric		Goods and Services

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		Delivery Address 2 Delivery Address 3 Delivery Address 4 Delivery Address 5 Delivery Address Post Code Country					
E	Demand / Task Reference	Orders from P2P (Where the Unique Identifier is either the UOI or URRI)	Contract Number identifying the MoD contract placed on a supplier responsible for the supply of specific goods <i>And if an inventory order</i>	12	alphanumeric		Goods and Services
		Inventory Orders from P2P (where the Unique Identifier is the URRI)	Order Number identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract. This attribute is provided in both Bar Code 39 and human readable test format.	20	alphanumeric & Barcode 39		Goods
		Non P2P electronic Orders (Where the Unique Identifier is the EUPI)	Demand Date + Serial Number + Line number + UIN	8+5+6+6	alphanumeric		DDMMYYYY + 12345678 + 12345 + 123456 + 123456
F	Description	Description of the item or service as defined in the contract.		240	alphanumeric		Goods and Services
G	RDD	Required Delivery Date (RDD) that the package is required at the demander's point of delivery.		8	numeric	DD/MM/YYYY	Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
H	SPC	The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain.	2	numeric		Goods
J	UN Haz Code	UN Hazard Class. Denotes the potential hazard of the items within the package References: DEFCON 68 and DEFCON 129	2	alphanumeric		Goods
K	Date Shipped	Date package dispatched from the supplier or service provided.	8	Numeric	DD/MM/YYYY	Goods and Services
L	Batch Number	Batch Production Number indicated on the goods if required				Goods
M	Piece Number	The specific number of the package as a constituent of a number of packages delivered to complete one order. i.e. 1 of 1, 2 of 2 or 4 of 10	6	alphanumeric		Goods
N	Weight	The gross weight of the package in metric format.	8	numeric		Goods
P	Dimensions	The size of the package in L x B x H in metric format	15	alphanumeric		Goods
Q	NSN	The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item within the inventory system. This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format.	13	numeric & Barcode 39		Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
R	IMC/DMC	The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager	6	alphanumeric		Goods
S	DofQ	Denomination of Quantity of the items in the package	2	alphanumeric		Goods
T	Qty in Package	The total quantity of the item contained within the package	7	numeric		Goods
T	Total This Delivery	The total quantity of the item being delivered for a specific order shipment	9	numeric		Goods

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a Sub-Contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
 - b.* the Sub-Contractor's full name;
 - c.* the Sub-Contractor's registered address;
 - d. paragraph 1 - the full name of the main Service Provider;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub- Service Provider may insert these himself if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
 5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
 6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the Sub-Contractor and both of these should be returned for signature by the MOD representative. One copy is for the Sub-Contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

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Design Rights and Patents
(Sub-Contractor's Agreement)

THIS AGREEMENT is made the day of 19

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with
(hereinafter called "the main Service Provider") a contract bearing the reference number
(hereinafter called "the main contract") for the design and development of
the effect of which is that the costs
of such design and development (including the cost referable to any sub-contracts hereinafter referred
to) will be substantially borne by the Secretary of State.
2. The main Service Provider contemplates that the design development and supply of certain components
needed for performance of the main contract will be undertaken by various third parties in pursuance of
sub-contracts made between them and the main Service Provider.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related
matters in respect of any sub-contract the main contract provides that the main Service Provider shall not
enter into any sub-contract for any component aforesaid without obtaining the prior approval of the
Secretary of State.
4. The main Service Provider has now informed the Secretary of State that for the purpose of performing
the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and
development of the items described in the First Schedule (hereinafter called "the sub-contracted items")
and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in
consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary
of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his
willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main Service Provider and the Sub-Contractor and no other agreement between the main Service Provider and the Sub-Contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

except that:

- (i) Where "the Service Provider" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "Sub-Contractor" is stated "further Sub-Contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> OSVP/0011	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Post Design Services	4. <u>Contract Delivery Date</u> TBA
5. <u>Equipment/Equipment Subsystem Description</u> Ultra Light Weight Tractor (protected) Cat 257 Light Wheeled Tractor (protected) Cat 434 Medium Wheeled Tractor (protected) Cat 928 Self Loading Dump Truck (protected) Iveco Trakker 8x8		6. <u>General Description of Data Deliverable</u> Manufacturing Data Pack in accordance with UK DID MDP (Edn 02/98)	
7. <u>Purpose for which data is required</u> For the competitive tendering of Post Design Solution		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 14 – Inventions and Design Crown Rights and Ownership of Patents and Registered Designs DEFCON 126 – International Collaboration DEFCON 703 – Intellectual Property Rights – Vesting in the Authority b. <u>Special IP Conditions</u> Condition D1	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> TBA		11. <u>Number of Copies</u> TBA	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> OSVP/0011	2. <u>CDR Number</u> 2	3. <u>Data Category</u> Maintenance	4. <u>Contract Delivery Date</u> TBA
5. <u>Equipment/Equipment Subsystem Description</u> Ultra Light Weight Tractor (protected) Cat 257 Light Wheeled Tractor (protected) Cat 434 Medium Wheeled Tractor (protected) Cat 928 Self Loading Dump Truck (protected) Iveco Trakker 8x8		6. <u>General Description of Data Deliverable</u> Maintenance Manuals	
7. <u>Purpose for which data is required</u> 1 st / 2 nd / 3 rd level maintenance of the post design solution by or for the Services		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 14 – Inventions and Design Crown Rights and Ownership of Patents and Registered Designs DEFCON 126 – International Collaboration DEFCON 703 – Intellectual Property Rights – Vesting in the Authority b. <u>Special IP Conditions</u> Condition D1	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> TBA		11. <u>Number of Copies</u> TBA	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> OSVP/0011	2. <u>CDR Number</u> 3	3. <u>Data Category</u> Operating	4. <u>Contract Delivery Date</u> TBA
5. <u>Equipment/Equipment Subsystem Description</u> Ultra Light Weight Tractor (protected) Cat 257 Light Wheeled Tractor (protected) Cat 434 Medium Wheeled Tractor (protected) Cat 928 Self Loading Dump Truck (protected) Iveco Trakker 8x8		6. <u>General Description of Data Deliverable</u> Operating Manuals	
7. <u>Purpose for which data is required</u> Operating of the post design solution by or for the Services		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 14 – Inventions and Design Crown Rights and Ownership of Patents and Registered Designs DEFCON 126 – International Collaboration DEFCON 703 – Intellectual Property Rights – Vesting in the Authority b. <u>Special IP Conditions</u> Condition D1	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> TBA		11. <u>Number of Copies</u> TBA	