

CONTRACT NUMBER: 706676450

UHF SATCOM AND PROJECT PROCUREMENT

Standardised Contracting Template 2 - Schedules

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NOTE: Only to be used if required for deliveries of equipment/ancillaries

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NOTE: The 'Staff Transfer' Section of this Schedule is only applicable if personnel are proposed to be transferred to another company if/when the Contract is re-let with another company and only if agreed between both parties.

- Schedule 13 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. PART A – Notification of IPR Restrictions

NOTE: This Schedule only needs to be completed if there is any IPR Restrictions / Background IPR that STS Defence Limited holds which will be relied upon in the course of this Contract.

- Offer and Acceptance

Schedule 1 – Definitions of Contract

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

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Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <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; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; 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;
Counterfeit Materiel	means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:

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- a. Misleading marking of the materiel, labelling or packaging;
- b. Misleading documentation; or
- c. Any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's Supply chain.

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM

means the MOD DEFFORM series which can be found at <http://www.kid.mod.uk>

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;

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Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none">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; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released.
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to

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"ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information

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

Issued Property

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

Legal and Sustainable

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

Legislation

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

Military Level Packaging (MLP)

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

**Military Packager
Approval Scheme (MPAS)**

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

Military Packaging Level (MPL)

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

Mixture

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

MPAS Registered Organisation

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

MPAS Certificated Designer

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

NATO

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

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Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of 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;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes but is not limited to, The Plastic Packaging Tax (Description of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 10 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 10 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none">a. pre-consumer reclaimed wood and wood fibre and industrial by-products;b. post-consumer reclaimed wood and wood fibre, and driftwood;

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c.reclaimed timber abandoned or
confiscated at least ten years previously; it
excludes sawmill co-products;

Safety Data Sheet

has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Sensitive Information

means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice

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

Specification

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

STANAG4329

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

Subcontractor

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

Substance

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

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid

wood to those where the manufacturing processes obscure the wood element;

Transparency Information

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

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber. Where project specific DEFCONs are included under Condition 44 definitions shall be in accordance with DEFCON 501.

Additional Definitions of Contract iaw. Conditions 44 - 46 (Additional Conditions)

N/A

Schedule 2 – Packaging Labelling (if required)

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total Inc. packaging and Delivery**
	Specification			
	Delivery Date			
	MOD Stock Ref. No.			
	Packaging requirements inc. PPQ and DofQ *			
	Specification			
	Delivery Date			
	MOD Stock Ref. No.			
	Packaging requirements inc. PPQ and DofQ *			
	Specification			
	Delivery Date			
	MOD Stock Ref. No.			
	Packaging requirements inc. PPQ and DofQ *			

*as detailed in DEFFORM 96

Total Price Inc. Packaging and Delivery**

****and Delivery if specified in Schedule 3
(Contract Data Sheet)**

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be 31 st March 2024
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law Scots Law clause 4.d shall apply (one must be chosen) Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: Not Applicable
Condition 7 – Authority’s Representatives: The Authority's Representatives for the Contract are as follows: Commercial: [REDACTED] (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: [REDACTED] (as per Annex A to Schedule 3) (DEFFORM 111))
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: MOD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: STS Defence Ltd, Mumby Road, Gosport Hampshire, PO12 1AF, UK Notices can be sent by electronic mail? Yes
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: <ul style="list-style-type: none"> - Bi-Annual Contract Review Meeting - Any Adhoc Requirements for Meetings as necessary
Condition 19.b – Progress Reports: Reports shall be Delivered to the following address: Email to [REDACTED] and [REDACTED] The Contractor is required to submit the following Reports: Contract Review Report - Bi-Annually
Supply of Contractor Deliverables
Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? No

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 0 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.

Other Quality Assurance Requirements:
See QA Checklist (Schedule 11)

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:
N/A

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, 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:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 31-DEC-2022

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date: n/a

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? No

Applicable to Line Items: N/A

If required, do the Contractor Deliverables require traceability throughout the supply chain?
No

Applicable to Line Items: N/A

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: See Statement of Requirement

Special Delivery Instructions: N/A

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

Condition 28.c - Collection by the Authority:

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<p>The following Line Items are to be Collected by the Authority: See Statement of Requirement</p> <p>Special Delivery Instructions: N/A</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p> <p>Consignor details (in accordance with Condition 28.c.(4)):</p> <p>Line Items: N/A Address: N/A Line Items: N/A Address: N/A</p> <p>Consignee details (in accordance with condition 22): Line Items: N/A Address: N/A Line Items: N/A Address: N/A</p>
<p>Condition 30 – Rejection:</p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>The time limit for rejection shall be 10 Business Days.</p>
<p>Condition 31 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? No</p> <p>If required, Delivery address applicable: Not Applicable</p>
<p>Pricing and Payment</p>
<p>Condition 35 – Contract Price:</p> <p>All Schedule 2 line items shall be FIRM Price other than those stated below:</p> <p>Line Items</p> <p>Clause 46. Refers £2,027.031.26</p>
<p>Termination</p>
<p>Condition 42 – Termination for Convenience:</p> <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be 30 Business Days</p>
<p>Other Addresses and Other Information (<i>forms and publications addresses and official use information</i>)</p>
<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Schedule 4 – Change Control

Contract No: 706676450

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.

2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).

5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or

b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or

c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;
and:

d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and

e. further to such notification:

(1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

(2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; or

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ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

(1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination, the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

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

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

Contractor Change Proposal – Process and Implementation

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

- a. evaluate the Contractor Change Proposal; and

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- b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

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

- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or

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

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

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

Contractor Changes

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

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Schedule 5 – Contractor's Commercially Sensitive Information

Contract Number: 706676450

Contract No: 706676450
Description of Contractor's Sensitive Information: Pricing information Personal information relating to project team Proposed solution and associated documentation
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity: Information could be used by third party to derive competitive advantage
Details of potential harm resulting from disclosure: Negative impact on competitiveness of STS Defence Ltd
Period of Confidence (if applicable): Tender submission + ten years
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Managing Director Address: STS Defence, Mumby Road Gosport Hants Telephone Number: [REDACTED] Email Address: [REDACTED]

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Schedule 6 - Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No: 706676450

Contract Title: Provision of External Communications (ECS) UHF Satcom & [REDACTED] project solution for [REDACTED] Combat Systems Development and Integration Facility (CSDIF)

Contractor: STS Defence Limited

Date of Contract: 23rd May 2023

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

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Article 33 Communication attached in accordance with Condition 24. . ☐

Contractor's Signature: [REDACTED]

Name: [REDACTED]

Job Title: Managing Director

Date: 3rd May 2023

* check box ☒ as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name: Provision of External Communications (ECS) UHF Satcom & [REDACTED] project solution for [REDACTED] Combat Systems Development and Integration Facility (CSDIF)

Contact Phone Number: [REDACTED]

Contact Address: Building 405, MOD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR

Copy to be forwarded to:

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

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

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Schedule 7 - Timber and Wood-Derived Products Supplied under the Contract: Data Requirements for Contract No: 706676450

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

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
None identified	Not applicable	Not applicable	Not applicable	Not applicable

Schedule 8 – DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]
Address: MOD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR
Email: [REDACTED]
Telephone: [REDACTED]

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

Name: [REDACTED]
Address: MOD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR
Email: [REDACTED]
Telephone: [REDACTED]

3. Packaging Design Authority Organisation & point of contact:
N/A

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

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

Branch/Name: MOD Corsham
(b) U.I.N.

5. Drawings/Specifications are available from: [REDACTED]

6. Intentionally Blank

7. Quality Assurance Representative: [REDACTED]

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
(+44 (0) 161 233 5397)

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

Telephone: +44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: N/A

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 +44 (0) 30 679 81113 / 81114 ; Fax 0117 913 8943
EXPORTS +44 (0) 30 679 81113 / 81114 Fax 0117 913 8943

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Surface Freight Centre

IMPORTS +44 (0) 30 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS +44 (0) 30 679 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

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

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

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

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

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Schedule 9 – Obligations Matrix

Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

All Negotiation Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Planning and Administration - Completion of Contract Statistics (reminder)	To update and complete Contract Statistics Form paying particular attention to SIC code, Location of Work and Subcontractors information (discussing with Contractor as necessary to complete)	Due 1 day after Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 127 (Edn 12/14) Clause - 3a - Supply of Estimates of Costs	Supply estimates of the costs of production or performance of the Contractor Deliverables.	Due 3 weeks before Contract Agreement Start Date	Supplier Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor	As required	Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator	As required	Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith	As required	Supplier Organization

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Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub- contractors.	As required	Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control	As required	Supplier Organization
Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years	Due 3 months before Contract Agreement End Date	Supplier Organization
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the Contract	Repeats every 3 months on the First Day of the Month starting 1 month after Contract Agreement Start Date until 0 Day after Contract Agreement End Date	Supplier Organization
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract	Repeats every 3 months on the First Day of the Month starting 1 month after Contract Agreement Start Date until 0 day after Contract Agreement End Date	Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 24.d - Schedule 6 Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)	Due 0 day after Contract Agreement Start Date	Supplier Organization
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are	in addition to the requirements of UK REACH CLP the Contractor shall comply with hazard reporting	As required	Supplier Organization

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ordnance, munitions or explosives	requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		
Obligation Condition 36.a - Provide Registration Details for CP&F	provide details for registration on CP&F	Contract Start	Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it	As required	Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.	As required	Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000	Due 0 day after Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 653 (Edn 12/14) Clause - 2 - Submission of costs.	Submission of costs.	Due 0 day after Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 653 (Edn 12/14) Clause - 3 - Maintain details of costs.	Maintain details of costs.	Due 0 day after Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6f - Confirmation that employees have appropriate security clearance.	Confirmation that employees have appropriate security clearance.	Due 1 week before Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6h - Confirm that appropriate risk assessments have been undertaken.	Confirmation that appropriate risk assessments have been undertaken.	Due 1 week before Contract Agreement Start Date	Supplier Organization

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Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith	As required	Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives	As required	Buyer Organization
Obligation Condition 33.l - Notification of restrictions in use due to non-UK licence	If all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable	Due 1 week after Contract Agreement Start Date	Buyer Organization
Obligation Condition 36.c - Payment	Payment of sums due.	As per Pricing Schedule	Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract	As required and 20 days before the intended end date	Buyer Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 17 - Provision of operational specific medical warning notices.	Provision of operational specific medical warning notices.	Due 1 week before Contract Agreement Start Date	Buyer Organization

Schedule 10 – Pricing and Key Performance Indicators**Pricing Table 1 – CORE Activities**

Milestone	Contractor Deliverable	Date	Firm Prices (£) ex VAT
Requirement 1: Completion of COTS Procurement and in House Testing of [REDACTED]			
1a	Initial Project Preparations, Start-up and Support To Procurement	09/06/2023	[REDACTED]
1b	Equipment list & Proof of Delivery loaded onto PSA account at STS Defence, test sheet and configuration document (Items 1-7)	14/01/2024	[REDACTED]
Requirement 2: Completion of COTS procurement & In House Testing of [REDACTED]			
2	Equipment list & Proof of Delivery loaded onto PSA account at STS (Items 8-29)	05/09/2023	[REDACTED]
2a	Equipment list & Proof of Delivery loaded onto PSA account at STS Defence (Items 30-68)	29/06/2023	[REDACTED]
2b	Test sheets. Con Fig Doc	29/06/2023	[REDACTED]
Requirement 3: Completion of Preliminary Design Review of [REDACTED]			
3	[REDACTED] case equipment Test /delivery/Crypto con fig, / assumed 3-4 x per month + prep	28/07/2023	[REDACTED]
3a	EMC/shock system build/prep prior to EMC testing - Including any re work and testing, Formal Test Report, Formal Test Certificate (Items 70-75)	29/09/2023	[REDACTED]
3b	EMC /Shock testing Including Formal Test Report, Formal Test Certificate (Items 70-75)	29/09/2023	[REDACTED]
3c	PDR presentation & sign off	31/08/2023	[REDACTED]
Requirement 4: Completion of Critical Design Review of [REDACTED]			
4	CDR presentation & Sign off	28/01/2024	[REDACTED]
4a	Equipment Guidance pack/ Installation design pack Sat Com/con fig	20/10/2023	[REDACTED]
4b	EGP/ IDP [REDACTED] con fig	20/11/2023	[REDACTED]
4c	Book of Refrence (BR) updates, Risk Management Accreditation Document Set (RMADS) updates, Safety environment case report (SECR) updated (Item 76)	08/12/2023	[REDACTED]
4d	IT health Check (ITHC) undertaken by MOD - STS Defence resource for prep/lockdowns	15/11/2023	[REDACTED]
Requirement 5: Production System Build Factory Acceptance Test [REDACTED]			
5	FAT System Build, FAT system pre-test and test	25/02/2024	[REDACTED]

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5a	Factory Acceptance test AT, FAT Document, Final config Doc, [REDACTED], Delivery / logistics to Ref & Platform	30/03/2024	[REDACTED]
5b	Incentive * 10 % from M/S 3c,4 &5	30/3/2024	[REDACTED]
Total			£2,027,031.26

MILESTONE PAYMENTS

Milestone Payments shall be payable in respect of achievement of Milestones as described in the "Payment Schedule" (see page 24 & 25 of the SC2 T&Cs). Milestone Payments shall be calculated on the basis of "**Firm Prices**", in accordance with the principles set out below.

On the Achievement of a Milestone the Supplier shall be entitled to invoice the Authority for the Milestone Payment associated with that Milestone less the applicable Milestone Retention in accordance with Schedule 10 of the "SC2 Schedules" document.

Each invoice relating to a Milestone Payment shall be supported by:

- (a) a Milestone Achievement Certificate; and
- (b) where the Milestone Payment is to be calculated by reference to a Time and Materials pricing mechanism, a Certificate of Costs with Supporting Documentation.

The "**Milestone Retention**" for each Key Milestone i.e. 3c, 4 and 5 shall be 10% of the Charges for that Milestone. These are indicated by an asterisk (*) in the Core Costs listed in the Schedule of Requirements (Schedule 10 of the "SC2 Schedules").

Release of Milestone Retentions

On Achievement of a Key Milestone 3c,4 and 5) relating to the Supplier Solution or one or more Services (as the case may be), the Supplier shall be entitled to invoice the Authority for an amount equal to all Milestone Retentions that relate to Milestones identified in the Schedule of Requirements (Schedule 10 of the "SC2 Schedules" document) as being payable in respect of that Milestone and have not been paid before such Milestone.

Table of Labour Rates

Resource	Direct Cost	Indirect Cost *	Total Cost	Profit Rate (BPR)	Price per Hour	Total Hours	Total Price
Programme Manger	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Principal Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Systems Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Crypto Custodian	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
System Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Safety Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Procurement							
Logistics							
Project support Office							
Information Assurance							
Total							

*Indirect costs shown above have been calculated in accordance with the Single Source Regulations Office (SSRO) Allowable Costs Guidance May 2022.

Expenses

	Subsistence	Mileage	Quantity	Cost
Lunch				
Mileage(per Mile)				
Total				
Breakdown				
Activity	Mileage	lunch	Remarks	Activity
Meetings with MOD /DN Projects /SDA/ SWG at MOD Corsham				
EMC Testing				
Shock testing				
Hand delivery of equipment to MOD/Contractor				
Total				

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Materials

*Indirect costs shown above have been calculated in accordance with the Single Source Regulations Office (SSRO) Allowable Costs Guidance May 2022.

All payments will be made in accordance with the Payment Terms detailed in the Terms and Conditions of this Contract.

Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
1		2						
2		4						
3		4						
4		4						
5		2						
6		4						
7		6						
8		8						
9		8						

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Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
10		8						
11		8						
12		8						
13		8						
14		8						
15		8						
16		8						
17		8						
18		8						
19		8						
20		16						

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Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
21		2						
22		6						
23		6						
24		4						
25		8						
26		8						
27		4						
28		2						
29		8						
30		1						
31		1						

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Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
32		2						
33		1						
34		2						
35		2						
36		4						
37		1						
38		1						
39		1						
40		1						
41		1						
42		1						

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Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
43		4						
44		12						
45		30						
46		1						
47		1						
48		4						
49		2						
50		2						
51		3						
52		2						
53		8						

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Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
54		8						
55		1						
56		2						
57		20						
58		16						
59		4						
60		5						
61		32						
62		5						
63		5						
64		2						

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Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
65		2						
66		2						
67		3						
68		3						
69		0						
70		1						
71		1						
72		1						
73		1						
74		1						
75		1						

Ser No	Description	Total Qty	Allocation	Direct Material Cost	Indirect Cost *	Total Cost	Profit (BPR 8.29%)	Total Price
76		1						
	TOTAL COSTS							

Key Performance Indicators

PERFORMANCE MONITORING AND PERFORMANCE REVIEW

1. Within twenty (20) Working Days of the Commencement date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
2. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 2.3 details of any Critical Service Level Failures;
 - 2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 2.6 such other details as the Buyer may reasonably require from time to time.
 - 2.7 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a bi-annual basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 2.8 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 2.9 be attended by the Supplier Representative and the Buyer Representative; and
 - 2.10 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer Representative and any other recipients agreed at the relevant meeting.
 - 2.11 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier Representative and the Buyer Representative at each meeting.
 - 2.12 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
3. The Supplier shall at all times provide the Services to meet or exceed the Service Level Performance Measure for each Service Level, as detailed in the System Requirements Document.
4. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in this Schedule, including the right to any Service Credits and that any Service Credit

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is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

5. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of this Schedule.
6. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 6.1 the Supplier has over the previous (twelve) 12 week period exceeded the Service Credit Cap; and/or
 - 6.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel;
 - (c) results in the corruption or loss of any Buyer Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 6.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause **Error! Reference source not found.** (Buyer Termination Rights) except Clause **Error! Reference source not found.** (Termination Without Cause);
7. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 7.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Commencement Date;
 - 7.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 7.3 there is no change to the Service Credit Cap.

CRITICAL SERVICE LEVEL FAILURE

8. On the occurrence of a Critical Service Level Failure:
 - 8.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 8.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Clause 0 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.
 - 8.3 The Service Levels (Key Performance Indicators) relevant to this Contract are as follows:

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Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
1	Monthly Reports	Monthly status reports to be provided in line with agreed Management Information/reporting. This to be submitted no later than 7 working days after the first of each calendar month.	98%	<p>On the first instance of failure to meet the KPI description 1 for a period of 3 months in a row, the Authority shall have the right to deduct 0.05% of the total value against contract milestone 1.</p> <p>On the second instance of failure to meet the KPI description for a period of 3 months in a row, the Authority shall have the right to deduct 0.25% of the total value against contract milestone 2.</p>
2	Delivery of Milestone 5	Delivery of all required evidence to satisfy Milestone 5 in line with agreed contract schedule. Excluding any impact caused by GFA.	Within 7 working days of agreed milestone 5 completion date.	If KPI 2 is not achieved on time the Authority shall have the right to deduct 0.25% of the total value against contract milestone 5.

9.4 Any Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Service Level performance)}$ = $x\% \text{ of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer}$

Worked example: $98\% \text{ (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level)} - 75\% \text{ (e.g. actual performance achieved against this Service Level in a Service Period)}$ = $23\% \text{ of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer}$

Service Credit Cap

Please see above Service Credits gained for each percentage under the specified Service Level Performance Measure

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Schedule 11 - Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12)

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating	Comment
Monthly Reports	Good*	Quarterly**				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Delivery of Milestone 5	Good*	See Milestone Schedule and SoR				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*	Quarterly**				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value (NOT APPLICABLE)	Good*					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

*Publishable fields. Please note, of the four Rating Thresholds, only the ‘Good’ threshold is published

** Reports for this Contract are only due Bi-Annually to align with Contract Meetings – therefore the same data will be used for 2 quarters per year.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report

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Schedule 11 - Quality Assurance Conditions**Standard Quality Assurance Contractual Requirements Checklist**

This form should be completed by an Authorised Quality Assurance Signatory¹ after conducting a quality assurance related risk assessment. The **QA Requirements Flowchart** and criteria set out in **JSP 940 Part 2 Chapter 4** shall be applied and the rationale for decisions recorded.

The text in italics shall be included in contracts as appropriate

Product or Service: _____		Method: PCR	
Contracting Strategy: _____		Date Req By: 01-02-2023	
Contract / ITT Ref: _____			
Project Team: _____			
Normative Quality Assurance Requirements			
1	The Primary Quality Assurance Standard Requirements: <i>(One only)</i>	Select	
a	AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. <i>CoC shall be provided in accordance with DEFCON 627</i>	d	
b	AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test. <i>CoC shall be provided in accordance with DEFCON 627</i>		
c	AQAP 2310 Edition B Version 2 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers. <i>CoC shall be provided in accordance with DEFCON 627</i>		
d	No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. <i>CoC shall be provided in accordance with DEFCON 627</i>		
e	No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.		
2	Developmental Software		
a	AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.	<input type="checkbox"/>	
3	Quality Plans		
a	A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans. <i>Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance Representative within 3 months of contract award.</i>	<input type="checkbox"/>	
b	(ITT Only) A draft quality plan is required within the tender.	<input type="checkbox"/>	
c	Option if AQAP 2210 is included with AQAP 2105: A Software Project Quality Plan is required in accordance with AQAP 2105 Chapter 5, for Authority acceptance?	<input type="checkbox"/>	
d	No Deliverable Quality Plan is required reference DEFCON 602B 12/06.	<input checked="" type="checkbox"/>	

¹As defined in JSP940 – MOD Policy for Quality Part 2

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GQA Practitioner Comments/Rationale/Endorsement			
<p>The subject contract/ITT and quality assurance related risk have been reviewed:</p> <ul style="list-style-type: none"> a. The QA requirements specified are appropriate and relevant. b. There are no incomplete or conflicting QA related contract requirements. c. Quality Assurance resource is available to support the programme. <p>Notes:</p>			
<p>Name: _____</p>		<p>Signature: <Signed-Electronically></p>	
<p>Position: Defence Digital Senior Quality Engineer</p>		<p>Date: 01-02-2023</p>	

Schedule 12 – Supplier Personnel and Staff Transfer

1. SUPPLIER PERSONNEL

Supplier Personnel

1.1 The Supplier shall:

- 1.1.1 provide in advance of any admission to Buyer Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Buyer may reasonably require;
 - 1.1.2 ensure that all Supplier Personnel involved in the performance of this Contract:
 - a. are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - b. are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in the SC2 T&Cs, where used; and
 - c. comply with any reasonable instructions issued by the Buyer from time to time (including, if so required, the ICT Policy).
 - 1.1.3 subject to the Staff Transfer clauses below (where used), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Buyer;
 - 1.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
 - 1.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
 - 1.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
 - 1.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
 - 1.1.8 procure that the Supplier Personnel shall vacate the Buyer Premises immediately upon the termination or expiry of this Contract.
- 1.2 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:**
- 1.2.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or
 - 1.2.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered.

Key Supplier Personnel

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- 1.3 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.
- 1.4 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall for the purposes of this Contract be included on the list of Key Supplier Personnel.
- 1.5 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel (including when carrying out Exit Management, if any) unless:
 - 1.5.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);
 - 1.5.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave; or
 - 1.5.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 1.6 The Supplier shall:
 - 1.6.1 notify the Buyer promptly of the absence of any Key Supplier Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 1.6.4 ensure that all arrangements for planned changes in Key Supplier Personnel provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services and Deliverables; and
 - 1.6.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Supplier Personnel whom he or she has replaced.
- 1.7 The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

Employment Liabilities

- 1.8 The Parties agree that:
 - 1.8.1 the Supplier shall both during and after the Contract Period indemnify the Buyer against all Employee Liabilities that may arise as a result of any claims brought against the Buyer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and

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- 1.8.2 the Buyer shall both during and after the Contract Period indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

STAFF TRANSFER

2. DEFINITIONS

- 2.1 In this Schedule, the following definitions shall apply:

"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	b) unfair, wrongful or constructive dismissal compensation;
	c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
	f) claims whether in tort, contract or statute or otherwise;
	g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"Former Supplier"	a supplier supplying the Services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);
"Partial Termination"	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

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“Replacement Sub-Contractor”	a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
“Service Transfer Date”	the date of a Service Transfer;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:
	(a) their ages, dates of commencement of employment or engagement, gender and place of work;
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

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"Term"	the period commencing on the Commencement Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of this Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

INTERPRETATION

- 2.2 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Which parts of this Schedule apply

- 2.3 The Parties agree that:
- 2.3.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, 'Staff Transfer' terms shall apply as follows:
- 2.3.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, "No Staff Transfer on the Commencement Date" of this Schedule (Staff Transfer) shall apply, and
- 2.3.3 "Staff Transfer on Exit of this Schedule (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

NO STAFF TRANSFER ON THE COMMENCEMENT DATE

3. WHAT HAPPENS IF THERE IS A STAFF TRANSFER

- 3.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 3.2 Subject to Paragraphs 4.3, 4.4 and 4.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:
- 3.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
- 3.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

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3.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

3.2.4 if after the period referred to in Paragraph 3.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; to 3.2.4:

3.2.5 the Buyer will indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 3.2; and

3.2.6 the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 3.2.

3.3 The indemnities in Paragraph Subject to Paragraphs 4.3, 4.4 and 4.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any claim:

3.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-Contractor; or

3.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure

3.4 The indemnities in Paragraph Subject to Paragraphs 4.3, 4.4 and 4.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then: shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

3.5 If the Supplier and/or the Sub-Contractor does not comply with Paragraph 3.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall

(a) comply with the provisions any Pensions Schemes utilised, and

(b) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

4. LIMITS ON THE FORMER SUPPLIER'S OBLIGATIONS

4.1 Where the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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STAFF TRANSFER ON EXIT

1. OBLIGATIONS BEFORE A STAFF TRANSFER

- 4.2 The Supplier agrees that within 20 Working Days of the earliest of:
- 4.2.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 4.2.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract;
 - 4.2.3 the date which is 12 Months before the end of the Term; and
 - 4.2.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
 - 4.2.5 it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 4.3 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-Contractor
- (a) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 4.4 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs The Supplier agrees that within 20 Working Days of the earliest of: and 4.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 4.5 The Supplier warrants, for the benefit of the Buyer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 4.1 and 4.2 shall be true and accurate in all material respects at the time of providing the information.
- 4.6 From the date of the earliest event referred to in Paragraph 4.1.1, 4.1.2 and 4.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
- 4.6.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 4.6.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of
 - (a) employment and/or

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- (b) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 4.6.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 4.6.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 4.6.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 4.6.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 4.6.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor;
- 4.6.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;
- 4.6.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 4.6.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 4.6.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 4.6.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 4.6.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 4.6.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

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- 4.6.15 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract.
- 4.7 On or around each anniversary of the Commencement Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
 - 4.7.1 the numbers of employees engaged in providing the Services;
 - 4.7.2 the percentage of time spent by each employee engaged in providing the Services;
 - 4.7.3 a description of the nature of the work undertaken by each employee by location.
- 4.8 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 4.8.1 the most recent month's copy pay slip data;
 - 4.8.2 details of cumulative pay for tax and pension purposes;
 - 4.8.3 details of cumulative tax paid;
 - 4.8.4 tax code;
 - 4.8.5 details of any voluntary deductions from pay; and
 - 4.8.6 bank/building society account details for payroll purposes.
- 5. **STAFF TRANSFER WHEN THE CONTRACT ENDS**
 - 5.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
 - 5.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE (or equivalent), national insurance contributions and pension contributions and all such sums due as a result of any pension scheme.

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- 5.3 Subject to Paragraph The indemnity in Paragraph 5.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date., the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 5.4 The indemnity in Paragraph 5.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 5.5 Subject to Paragraphs 5.6 and 5.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations then.
- 5.5.1 the Replacement Supplier and/or Replacement Sub-Contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 5.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor;
- 5.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-Contractor shall immediately release the person from its employment;
- 5.5.4 if after the period referred to in Paragraph the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor; no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-Contractor may within 5 Working Days give notice to terminate the employment of such person;
- 10.1.1 and subject to the Replacement Supplier's and/or Replacement Sub-Contractor's compliance with Paragraphs the Replacement Supplier and/or Replacement Sub-Contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; to 5.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 5.5.
- 5.6 The indemnity in Paragraph 5.5 shall not apply to:
- 5.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor, or

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- 5.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure.
- 5.7 The indemnity in Paragraph 5.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 5.8 If at any point the Replacement Supplier and/or Replacement Sub-Contract accepts the employment of any such person as is described in Paragraph 5.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 5.5 shall cease to apply to such person.
- 5.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 5.10 Subject to Paragraph 5.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its Sub-Contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 5.11 The indemnity in Paragraph 5.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 5.5 (and subject to the limitations set out in Paragraphs 5.6 and 5.7 above).

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Schedule 13 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. PART A – Notification of IPR Restrictions

1. <u>ITT Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	Not applicable	Not applicable	IPR claimed by OEM for COTS items	Viasat
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article

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PART B – System / Product Breakdown Structure (PBS) The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure

Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

Not applicable

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Offer and Acceptance

Contract **706676450** for the Provision of [REDACTED] UHF SATCOM AND [REDACTED] PROJECT PROCUREMENT

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

For and on behalf of the Company STS Defence Limited

Name, Title and Company Position	[REDACTED]
Signature	[REDACTED]
Date	25 th May 2023

For and on behalf of the Secretary of State for Defence

Name, Title and Company Position	[REDACTED]
Signature	[REDACTED]
Date	22 nd May 2023

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