

PROVISION FOR SERVICES OF NATO CODIFICATION FOR UKNCB

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Terms and Conditions – Schedule 1

1.General

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

d. Unless the context otherwise requires:

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

2. Duration of Contract

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

3. Entire Agreement

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

4. Governing Law

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save

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that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

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

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."

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

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

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

e. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

f. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

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

- (1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used) and;
- (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 or DEFCON 127. Where DEFCON 643 is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643; or
- (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

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

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

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

(1) such provision shall (to the extent that it is invalid, illegal, or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

(2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9. Waiver

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

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

10. Assignment of Contract

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

11. Third Party Rights

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

12. Transparency

a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.

b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:

(1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;

(2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and

completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

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e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

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

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

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

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

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

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

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

c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

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d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:

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

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

(3) can show:

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

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

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

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract; provided that the relationship to any other Information is not revealed.

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

f. The Authority may disclose the Information:

(1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;

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

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

(4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;

(5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or

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

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shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

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

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

14. Publicity and Communications with the Media

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

15. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned, or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:
Redacted

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority

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to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned, or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

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

17. Contractor's Records

a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

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

whichever occurs latest.

18. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

19. Progress Monitoring, Meetings and Reports

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

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

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and

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

20. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

(1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and

(2) discharge their obligations under the Contract with all due skill, care, diligence, and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 20.b. shall survive any performance, acceptance, or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

(1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

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

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

21. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).

b. Any marking method used shall not have a detrimental effect on the strength, serviceability, or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all

reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

23. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

(1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or

(2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

Licences and Intellectual Property

24. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data, and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: His Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition materiel shall mean information,

technical data, and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant, and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation, and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation, and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extraterritoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

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k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

(1) a non-UK export licence, authorisation, or exemption; or

(2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 33.k.(1) or 33.k.(2), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 33.l or 33.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these

circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already

made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate; the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

25. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

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

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

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract. clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

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

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

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

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;

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

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d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

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

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

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

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

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

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

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

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

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

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

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

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

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

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

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

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

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

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

n. The general authorisation and indemnity is:

(1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

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

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

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

(5) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

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

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

p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions).

(1) DEFCON 703 - including notification of any self-standing background Intellectual Property;

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(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b.

s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.

t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

26. Contract Price

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

b. Subject to clause 26.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

26.1 Variation of Price

a. The prices for services delivered under Contract Years shall be Firm prices for Years 1 and 2 of the Contract. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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

Where:

V represents the variation of price

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

O represents the index SPPI Index Output Domestic – J Information and communication Services (HQVC)

O₀ represents the 12-month average OUTPUT Price Index figure for the base period 01/04/2025 to 31/03/2026 (as above)

O_i represents the 12-month average OUTPUT Price Index figure for the period 01/04/2026 to 31/03/2027

a represents the Non- Variable Element (NVE) = 0

b represents the Variable Element =1

a+b=1

Example: Calculating VOP for the first year of fixed prices. – Redacted

26.2 The index referred to in Condition 26.1 shall be taken from the following Tables:

a. HQVC SPPI Index Output Domestic – J Information and communication Services

SPPI INDEX OUTPUT DOMESTIC - J Information and communication services 2015=100 - Office for National Statistics

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

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

26.5. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4 above) shall then be applied.

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

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

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

26.9. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause HQVC have been met".

27. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 27.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 27.a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 27.a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 27.c after a reasonable time has passed.

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

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

28.Value Added Tax

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

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

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

authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 28.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

29. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 29 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 27.f;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 29.b and 29.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 29.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 29.a.(1) and 29.a.(2); and
- (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 29.a.(1) and 29.a.(2).

d. The provisions of Condition 27 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

30. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties, or liabilities under the Contract.
 - b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 30.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 30.b.(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 30.b.(1) to 30.b.(4).
- Termination

31. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 31.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration, and this clause 31.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

32. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events: Where the Contractor is an individual or a firm:
 - (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
 - (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or

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(3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or

(4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or

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

(a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or

(b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.

(7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates. Where the Contractor is a company registered in England:

(9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(10) the court making an administration order in relation to the company; or

(11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(12) the company passing a resolution that the company shall be wound-up; or

(13) the court making an order that the company shall be wound-up; or

(14) the appointment of a Receiver or manager or administrative Receiver. Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 32.a.(9) to 32.a.(14) inclusive above.

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

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

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(1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

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

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

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

d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

(1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

(2) to recover from the Contractor the amount or value of any such gift, consideration, or commission; and

(3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this Condition, the Authority shall:

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

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

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

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

f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

33. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is

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being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 33.b.(2) and 33.b.(3) of this Condition.

c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 33.b):

(1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

- (a) in the possession of the Contractor at the date of termination; and
- (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

(2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- (a) all such unused and undamaged materiel; and
- (b) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

(3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 33.e below and to the Contractor's compliance with any direction given by the Authority in clause 33.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and

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(2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 33.a to 33.e except that:

(1) the name of the Contractor shall be substituted for the Authority except in clause 33.c.(1);

(2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and

(3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 33.

g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

34. Material Breach

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 34.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

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

(2) obtaining the Contractor Deliverable in substitution from another supplier.

35. Consequences of Termination

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

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The project specific DEFCONS and DEFCON SC variants that apply to the contract are:

DEFCON

The special conditions that apply to the contract are:

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DEFCON 5J	18/16	Unique Identifiers
DEFCON 14	11/22	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
DEFCON 35	06/21	Progress Payments
DEFCON 68	10/22	Supply of Data for Hazardous Substances, Mixtures and Articles
DEFCON 76	11/22	Contractor's Personnel at Government Establishments
DEFCON 90	06/21	Copyright
DEFCON 117	07/21	Supply of Information for NATO Codification and Defence Inventory Introduction
DEFCON 127	08/21	Price Fixing Condition for Contracts of Lesser Value
DEFCON 501	10/21	Definitions and Interpretations
DEFCON 503	06/22	Formal Amendments to Contract
DEFCON 513	07/24	Value Added Tax (VAT) and Other Taxes
DEFCON 514	08/15	Material Breach
DEFCON 515	06/21	Bankruptcy And Insolvency
DEFCON 516	04/12	Equality
DEFCON 518	02/17	Transfer
DEFCON 520	10/23	Corrupt Gifts and Payments Of Commission
DEFCON 522	11/21	Payment and Recover of Sums Due
DEFCON 526	08/02	Notices
DEFCON 527	09/97	Waiver

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DEFCON 529	09/97	Law (English)
DEFCON 530	12/14	Dispute Resolution (English)
DEFCON 532A	05/22	Protection of Personal Data (where Personal Data is Not Being Processed on Behalf of the Authority)
DEFCON 534	06/21	Subcontracting and Prompt Payment
DEFCON 537	12/21	Rights Of Third Parties
DEFCON 538	06/02	Severability
DEFCON 539	01/22	Transparency
DEFCON 540	05/23	Conflicts of Interest
DEFCON 550	02/14	Child Labour and Employment Law
DEFCON 565	07/23	Supply Chain Resilience and Risk Awareness
DEFCON 566	04/24	Change of Control of Contractor
DEFCON 602C	04/23	Quality Assurance (With Deliverable Quality Plan and QA Information)
DEFCON 604	06/14	Progress Reports
DEFCON 605	06/14	Financial Reports
DEFCON 611	12/22	Issued Property
DEFCON 620	06/22	Contract Change Control Procedure
DEFCON 625	06/21	Co-operation on Expiry of Contract
DEFCON 632	11/21	Third Party Intellectual Property – Rights and Restrictions
DEFCON 642	07/21	Progress Meetings

DEFCON 647	05/21	Financial Management Information
DEFCON 656B	08/16	Termination for Convenience – Over £5M
DEFCON 658	10/22	Cyber Risk Profile – Very Low
DEFCON 670	02/17	Tax Compliance
DEFCON 674	03/21	Advertising Subcontracts
DEFCON 681	06/02	Decoupling Clause – Subcontracting with the Crown
DEFCON 691	03/15	Timber and Wood – Derived Products
DEFCON 703	06/21	Intellectual Property Rights – Vesting In The Authority

36. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

37.LIMITATIONS ON LIABILITY

Definitions

37.1 In this Condition 37 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

'DPA 2018' means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance, or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

"Term" means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years /on x date] or on earlier termination of this Contract.

'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

37.2 Neither Party limits its liability for:

37.2.1 death or personal injury caused by its negligence, or that of its employees, agents, or subcontractors (as applicable);

37.2.2 fraud or fraudulent misrepresentation by it or its employees;

37.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

37.2.4 any liability to the extent it cannot be limited or excluded by law.

37.3 The financial caps on liability set out in Clauses 1.4 and 1.5 below shall not apply to the following:

37.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

37.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 34 (Third Party IP – Rights and Restrictions);

37.3.1.2 the Contractor's indemnity in relation to TUPE at Schedule 13;

37.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

37.3.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

37.3.2.2 the Authority's indemnity in relation to TUPE under Schedule 13;

37.3.3 breach by the Contractor of DEFCON 532A and Data Protection Legislation;
and

37.3.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

37.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 1.4 and/or 1.5 below.

Financial limits

37.4 Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:

37.4.1 Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

37.4.1.1 in respect of DEFCON 76 six million, five hundred thousand pounds (6,500,000.00) in aggregate;

37.4.1.2 in respect of Condition 34b eight million pounds (£8,000,000.00) in aggregate;

37.4.1.3 in respect of DEFCON 611 Not Applicable; and

37.4.1.4 in respect of condition 28d Not Applicable in aggregate;

37.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with [insert cross reference to service credit/performance provisions] and [insert cross reference to any other relevant provisions], whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be eight million pounds (£8,000,000.00) in aggregate.

37.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

37.5 Subject to Clauses 1.2, 1.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

37.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

37.7 Subject to Clauses 1.2, 1.3 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

37.7.1 indirect loss or damage;

37.7.2 special loss or damage;

37.7.3 consequential loss or damage;

37.7.4 loss of profits (whether direct or indirect);

37.7.5 loss of turnover (whether direct or indirect);

37.7.6 loss of business opportunities (whether direct or indirect); or

37.7.7 damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

37.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

37.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

37.8.1.1 to any third party;

37.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

37.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

37.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

37.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

37.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

37.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 and 611;

37.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

37.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

37.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

37.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

37.9 If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

Third party claims or losses

37.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

37.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

37.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

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

38. Transfer Regulations

The Parties acknowledge that the commencement of the Supplier's provision of the Services (or any part of them) and the termination of the Supplier's provision of the Services (or any part of them) pursuant to this Agreement may constitute a relevant transfer for the purposes of the Transfer Regulations, and agree that the provisions of Schedule 13 (Transfer Regulations) will apply in relation to such commencement or termination.

39. The processes that apply to this Contract are

39.1 Gainshare

In order to secure the services of a dedicated codification team from the Contractor, the Authority has decided to contract for resource aligned with the forecast stated at Schedule 2 – Statement of Requirements.

As the Authority is contracting against a forecast, there may be occasions when codification demand does not reach the stated forecast and therefore secured resource could be utilised elsewhere within your business (i.e not attributed to this Contract). In the event this occurs, this shall be considered a gainshare opportunity.

The Contractor is strongly encouraged to actively seek out gainshare opportunities where codification resource is being underutilised against the Contract.

Gainsharing is an approach to the review and adjustment of an existing contract where the adjustment provides benefits to both Parties. It is a mutual activity requiring the agreement of both Parties to the Contract adjustment. The potential for mutual advantage is the key to gainsharing. The gain, benefit or advantage to be shared is not necessarily financial, though financial benefits are likely to feature strongly. Any financial benefits will be shared between the Parties and, where applicable, through the Contractor's supply chain.

During the period of the Contract, the Parties shall endeavour to identify and notify the other Party of any areas of improvement which could be of significant mutual benefit to both Parties, including through collaborative processes. Such gainsharing opportunities shall be listed within the Contractor's Quarterly Progress Reports. Gainshare principles will not affect either the Contractor's freedom to manage as set out in the terms and conditions of the Contract or to rely on the Authority's reasonable approvals as required under the Contract to ensure the smooth and efficient operation of the Contract.

Both Parties acknowledge that there is an agreed baseline for the prices/pricing arrangements in respect of the work to be undertaken under the Contract and that significant changes to that baseline which lead to cost reductions could form part of any gainshare arrangement.

Each gainshare proposal will be considered on its merits and the parties shall agree any amendments to the Contract and the Contract price based on a sharing of the net effect of all identified and quantified costs and benefits for each proposal.

Nothing in this Condition shall obligate either Party to agree to any proposal raised by the other Party under this Condition.

If the Authority and/or the Contractor identify a significant process change that could potentially lead to an improvement, then a Cost Benefit Analysis (CBA) shall be undertaken by the organization generating that improvement for agreement by the other Party.

The CBA shall identify the benefits to be gained from such a change both in terms of cost, technical and process improvement. In the event both Parties agree the CBA then the proposed improvement shall be implemented through formal contract amendment.

The share of any gains will be defined as part of the activity of the CBA. Any instance of gainshare against the Contract shall be split 50/50 between the Authority and Contractor.

39.2 Key Performance Indicators

Performance will be measured against the Key Performance Indicators (KPIs) and Performance Indicators (PIs) referenced in Statement of Requirements at Appendix 4. The Contractor is required to monitor their performance monthly or annually as detailed in KPI. The Contractor is to submit a report using the template at Schedule 11 to the Authority by the 5th business day of each subsequent calendar month with the exception of the Annual KPI which is to be supplied within 30 working days after each contract year for review and agreement by the Authority. If the supplier does not meet the standard required and a KPI is marked as yellow (approaching target) or below as defined in each KPI for 2 consecutive months then there shall be a deduction of 2% from the monthly payment per KPI.

39.3 Remediation Plans

Should the Contractor achieve a YELLOW/AMBER/RED status for any KPIs for two consecutive months a remediation plan must be provided to the Authority within five (5) Business Days from the end of the second calendar month for the Authority's approval. If performance against the KPI remains YELLOW/AMBER or RED for three consecutive months, it will be deemed RED until service is restored to GREEN.

- (a) Remediation plans must be submitted to the Authority using the Template found at Schedule 12. Remediation plans must contain as a minimum:
 - i) description and reasons for the underperformance;
 - ii) any resultant impacts on future codifications
 - iii) actions to be taken to resolve the underperformance – including action owner;
 - iv) remediation schedule inclusive of a firm date for returning the performance to green.
- (b) The Contractor is to submit their Remediation Plan to the Authority for acceptance.
- (c) A Contractors Remediation Plan will not be considered complete until the Supplier meets their Firm Resolution date and further maintains a Green performance for 2 consecutive months following the resolution date.
- (d) The Contractor shall identify a remediation team which may include additional resource (internal or external) who shall be a dedicated resource to be used solely in support of Contract remediation and funded by the Contractor at no further cost to the Authority.
- (e) The Contractor will provide an update at the monthly meetings with the Authority to update progress against the Remediation Plan.

39.4 Scope

The Contractor shall adhere to undertaking the activities detailed within Schedule 2 – Statement of Requirements and Schedule 3 – Contract Data Sheet. The schedule of requirements is detailed at Appendix 6 and accompanying pricing matrix is at Annex A to the Contract. Please note the Contractor is required to perform all core services highlighted within the pricing matrix, inline with the estimated throughput at Appendix 9.

710780452A for the Provision for Services of NATO Codification

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

For and on behalf of the Contractor:

Name and Title:	
Signature:	
Date:	

For and on behalf of the Secretary of State for Defence:

Name and Title:	
Signature:	
Date:	

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 3, but excluding incidentals outside Schedule 3 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 Representative(s)	shall be those persons(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: a. Government Department;

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	<p>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c. Non-Ministerial Department; or</p> <p>d. Executive Agency;</p>
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;
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 3 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	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>

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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: <ul style="list-style-type: none"> 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 https://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
Delivery Date	means the date as specified in Schedule 3 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:

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	a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
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 "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

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	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 Certified 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;
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	means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedule 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 (Descriptions 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 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 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.

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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: a. pre-consumer reclaimed wood and wood fibre and industrial byproducts; b. post-consumer reclaimed wood and wood fibre, and driftwood; reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
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. 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.ht ml
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;

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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.

Statement of Requirements – Schedule 2



Defence Equipment & Support

Statement of Requirement

For the NATO Codification of Materiel &
Digitisation of Source Data

2024 Contract



Equipping and Supporting our Armed Forces

Statement of Requirements Contents

This Statement of Requirements is broken into:

- o Introduction
- o Health, Safety, Quality and Environment
- o Security, IT Equipment, Network and Software Requirements
- o Requirements & Deliverables
- o Work Allocation, Control and Return
- o Appendix 1 – Security, IT Equipment, Network and Software Requirements
- o Appendix 2 – Business Process Codification
- o Appendix 3 – Business Process for The Digitisation Of Source Data
- o Appendix 4 – Key Performance Indicators (KPI's)
- o Appendix 5 – Codification Publications and Sources of Information
- o Appendix 6 – Schedule of Requirements
- o Appendix 7 – Terms, Abbreviations and Definitions
- o Appendix 8 – Meeting Structure
- o Appendix 9 – Expected Throughput

Introduction

1. NATO Codification is the internationally agreed system under which military equipment and component parts, are uniformly named, described, and classified within electronic records. These electronic records are created and stored in the Codification Support Information System (CSIS) database. Each Item of Supply record on CSIS is assigned a unique NATO Stock Number (NSN). The system provides a single supply language to promote logistics interoperability between participating nations.
 - a. The UK National Codification Bureau (UK NCB) based at Kentigern House in Glasgow. UK NCB is the Sole Authority in the UK responsible for implementation and management of the UK's participation in the overall NATO codification system.
 - b. The requirement to Codify items with NATO Stock Numbers is enduring and it is the responsibility of the Authority (UKNCB) to ensure that capability is in place to meet all Codification needs across the Ministry of Defence (MOD). UKNCB also has the responsibility to fully participate in the NATO Codification System and satisfy all of those associated obligations.

Health, Safety, Quality and Environment

Health and Safety

2. DE&S will always put safety first – our priority will be to use our collective skills and experience to anticipate and address safety challenges before any harm is caused. Safety should be at the forefront of all our considerations. The Provider must have an adequate Health and Safety Management policy in place to ensure any work carried out on behalf of the MOD is done so in a safe manner.

Quality Assurance

3. The Government Quality Assurance Representative (GQAR) and/or Acquirer will be referred to throughout this document as the NCB Data Quality Representative (DQR). The responsibility for quality management is based on a 2-tier structure:
 - a. UK NCB is the Controller and Custodian of the UK's national database (CSIS) and is responsible for codification and quality policy, together with overall control.
 - b. The Provider is responsible for the quality of all work that they perform.
4. A Codification Provider must:
 - a. Implement and maintain a Management System, certified by a third-party Certification Body, which has been accredited by the United Kingdom Accreditation Service (UKAS), or a signatory to the International Accreditation Forum – Multi Lateral Agreement (IAF-MLA). This shall include the production and maintenance of a Quality Manual, a copy of which shall be supplied to the Authority. The Management system is to be certified to ISO 9001:2015. The ISO 9001 management system is to be supplemented by the requirements of Allied Quality Assurance Publication (AQAP) 2110 – NATO QA Requirements for Design Development and Production.
 - b. Ensure all codification activities are carried out in compliance with the codification contract documents, which includes the codification publications listed at Appendix 5 of this document.
 - c. Implement an organisational policy to ensure the prevention of item of supply duplication on CSIS, and to create or update (as applicable) each CSIS record and it's associated Supply Management Data (SMD) Form(s) to the highest possible standard with regard to data content and accuracy.
 - d. Raise a Quality Record of inspection details for each line item. Quality records will be retained for the duration of the contract and a two-year period from completion of codification and are to be made available to the NCB DQR on request. The format and content to be agreed with the NCB DQR.
 - e. Produce and maintain a Deliverable Quality Plan in accordance with AQAP 2105.
 - f. Produce and maintain a Business Continuity (BC) Plan. The BC Plan shall describe in detail how business continuity risks are managed, and how a

codification service would be maintained in the event of unplanned business disruption. The Provider is to ensure that the BC Plan is tested on a regular basis. Content to be included:

- (1) Maintenance (in the event of unplanned business disruption)
- (2) Business Continuity Risk Management
- (3) Planning
- (4) Resources
- (5) Recovery

Quality Control

1. The NCB DQR or their representative shall carry out quality control surveillance either at the Provider's premises or at UK NCB as required. This shall allow for verification of all work and documentation associated with the codification contract.

Furthermore, the NATO Codification System's quality assurance framework includes a structured process where NATO reports (including ESR 1/2/3 and Quality Control checks), are available to UKNCB. These reports will allow UKNCB to see any issues related to data quality and may then be directed to the codification contractor for necessary comment or action.

Key Performance Indicators (KPI's)

1. The Providers Performance and Quality outputs shall be measured by the Key Performance indicators set out in Appendix 4 of this document.

Environmental Impact

1. DE&S is committed to reducing the environmental impact of our operations, infrastructure, and the equipment solutions we deliver and support for our clients, as well as mitigating environmental incidents where reasonably practicable. In order to meet UK Government commitments, DE&S will focus on three principle environmental commitments pertaining to:

- a. Mitigating and Adapting to Climate Change – Implementing interventions to reduce greenhouse gas emissions and enable operation in a climate changed environment.
- b. Improving Resource Efficiency – Reducing waste, applying circular economy principles and extending the lifecycle of materials, products and assets.
- c. Championing the Natural Environment – Prioritising the protection and enhancement of natural capital.

2. The Provider is required to demonstrate their strategies and/ or policies they have in place to mitigate their environmental impact (e.g. an ISO 14001 certified Environment Management System (EMS) or equivalent).

Security, IT Equipment, Network And Software Requirements

1. Please refer to Appendix 1 for all security, IT equipment, network, and software requirements.

Requirement & Deliverables

2. A Codification Provider must:

- a. Implement and maintain a Management System, certified by a third-party Certification Body, which has been accredited by the United Kingdom Accreditation Service (UKAS), or a signatory to the International Accreditation Forum – Multi Lateral Agreement (IAF-MLA). This shall include the production and maintenance of a Quality Manual, a copy of which shall be supplied to the Authority. The Management system is to be certified to ISO 9001:2015. The ISO 9001 management system is to be supplemented by the requirements of Allied Quality Assurance Publication AQAP 2110 – NATO QA Requirements for Design Development and Production..
- b. Ensure all codification activities are carried out in compliance with the codification contract documents, which includes the codification publications listed at Appendix 5 of this document.
- c. Implement an organisational policy to ensure the prevention of item of supply duplication on CSIS, and to create or update (as applicable) each CSIS record and its associated Supply Management Data (SMD) Form(s) to the highest possible standard regarding data content and accuracy.
- d. Raise a Quality Record of inspection details for each line item of codification for which a payment was claimed. Quality records will be retained for the duration of the contract and a two-year period from completion of codification and are to be made available to the NCB DQR on request. The format and content to be agreed with the NCB DQR.
- e. Produce and maintain a Deliverable Quality Plan in accordance with AQAP 2105 – Requirement for Deliverable Quality Plans.
- f. Produce and maintain a Business Continuity (BC) Plan and provide updated copies annually. The BC Plan shall describe in detail how business continuity risks are managed, and how a codification service would be maintained in the event of unplanned business disruption. The Provider is to ensure that the BC Plan is tested on a regular basis. Content to be included:
 - (1) Maintenance (in the event of unplanned business disruption)
 - (2) Business Continuity Risk Management
 - (3) Planning; e.g., surges in throughput of work etc.
 - (4) Resources; e.g., workforce resilience etc.
 - (5) Recovery; e.g., power outage for a significant period of time etc.
- g. Produce and maintain a Risk Management Plan and associated Risk Register. The Risk Plan and Register should be reviewed, as a minimum on an annual basis. The results are to be held for audit purposes, over the contract duration. The RM Plan shall describe in detail how risks are to be managed throughout the contract. Content to be included:

- (1) Organisation, Roles and Reporting Procedures (related to Risk Management)
- (2) Methodology (Identification, Analysis, Planning and Management)
- (3) Risk Management Activities
- (4) Reviews (Frequency)
- (5) Risk Register (Purpose and Use)
- (6) Identification of Key Risk Areas (which should include work surge periods).

Work Allocation, Control and Return

Allocation of Work

1. Valid UK NATO Stock Numbers can only be issued from the CSIS Database. Codification on CSIS can only be authorised and tasked to Providers by UK NCB. Any approaches to Providers for codification services, from other MOD units, other Government departments, or industry, are to be referred to the UK NCB Tasking Manager.
2. All codification work shall be issued under the Authority of UK NCB. Any special task instructions shall be included as appropriate. Tasks shall be raised and allocated to the Provider in response to Tasking requests (DE&S Delivery Teams and / or International Codification Requests) received by UK NCB, through the CSIS Tasking system.
3. The Provider shall be furnished with a list of items for action within each task. Where the item(s) tasked do not require update action then the provider shall inform the UKNCB Task Control Officer (TCO) to withdraw the items from the task. The section at Appendix 2 of this document on "Obtaining Source Data" shall be followed.

Work Arising from Catalogue and/or Scheduling Activities

4. Where the Provider makes application for codification services arising from Cataloguing and/or Scheduling work through another MOD Contract or industry, the Provider must consolidate duplicate items before submission to UK NCB, and clearly identify the source of the request.
5. All work arising from this category shall be submitted through the CSIS E-Tasking system, with source data in electronic format, attached. CSIS E-tasking is the MOD mandated route for codification requests.
6. Additionally, all applications for such work, whether solicited or unsolicited, shall be limited to new Items of Supply and screen-out updates only and shall be supported with the following information and forwarded to the UK NCB Task Issue Officer (TIO):
 - a. MOD Contract number

- b. MOD Sponsor with Contact details, and their Unique Reference
- c. Main Equipment
- d. Spare Parts List Catalogue

Control of the Work

- 7. All work shall be allocated by the UK NCB TIO and monitored by the UK NCB TCO. The Provider shall carry out all work in accordance with the contractual documentation and the codification publications and tools at Appendix 5, unless modified by Special Instructions provided.
- 8. Should issues arise that remain unresolved by task target date then the CSIS Task Control Query System must be used to record this. Where appropriate the UKNCB TCO will inform the Provider of any actions required including item withdrawal. Where these queries are cleared within target date, task completion must be within target date unless agreed with the Authority.

Task Progress and Recording

- 9. The Provider shall have a well-defined system of controlling the throughput of codification work, as a requirement of their Management System. The Provider shall prepare and present to the UK NCB as part of the Monthly Report, an accurate report of any tasks that have gone out with the target dates.
 - a. Task Number
 - b. Target Date
 - c. Summary of Issue
- 10. The Provider shall also be prepared to respond (when requested) to enquiries relating to any tasks, extant or closed, as deemed appropriate by the Authority.
- 11. Where issues occur that prevent the codification process from continuing, the Provider shall be required to contact the sponsor a minimum of 3 times in order to resolve.

Codification Timeframes

- 12. The UKNCB shall generate a task(s) on CSIS and allocate the task to the approved Codification Contractor usually within two working days from receipt of the Codification request from the Customer. The following codification timeframes apply:

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Items of UK Origin:

- a. For **Routine** tasks where source data is available, the timeframe for codification is 15 working days from receipt of the Codification request from the UKNCB. The 15 working days timescale shall apply only where appropriate source data is supplied in accordance with the proposal, and no queries are generated against the submission.
- b. For **Routine** tasks where data supplied is unsuitable or has not been made available and needs to be sourced, the timeframe for codification is 25 working days from receipt of the Codification request from the originator. Should the supplied data be unsuitable the Provider must inform the UK NCB TIO as soon as practicable.
- c. For codification tasked under the **Urgent** category, the timeframe will be specified by UK NCB. The timeframe can range between 1-24 hrs up to 5 working days, as necessary to meet urgent customer requirements. Urgent project work for the Ministry of Defence will take precedence over commercial requests.

Items of Foreign Origin:

- d. For incoming international routine: a maximum of 55 calendar days, and a maximum of 7 calendar days for Emergency requests.
- e. For outgoing assign NIIN and Register User (formally known as LSA) action must be taken within 3 working days from receipt of task. For codification under the Emergency category, an Assign NIIN and Register User shall be raised within 24 hrs of receipt of task.

Return of Work to UKNCB

- 13. When the Provider is satisfied with the validity of screen outs, and the technical accuracy of item records created or revised because of their input to CSIS, they are to submit an Item Identification Package as follows:

Completed Line Items:

- a. To be batched through CSIS automated Batch system.

Other Soft-Copy Source Data:

- b. Forward any additional soft-copy source data used to create the Item of Supply record, not originally provided through e-tasking to the UK NCB.
- c. Soft-copy data received, with a format rejected by CSIS, shall immediately be referred to UK NCB TCO for instruction.

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Hard-Copy Source Data:

- d. The Provider will scan and upload to CSIS all hard-copy source data used to create the Item of Supply record. For the full process please see Appendix 3.

Return To Overseas NCB of Uncodified or Modified Request for Codification

14. Any International Assign NIIN and Register User request that cannot be processed, or requires amendments to the information provided, must be notified to the originating NCB. Such action is to be taken using return Error Code(s) (previously K27). However, it is UKNCB Policy to avoid rejection, therefore the provider is expected to obtain source data themselves. When it is thought that further information may be obtained by UKNCB (by virtue of UK NCB's relationship with Industry and other NCB's), advice is to be sought from the UKNCB International Team Help Mailbox.

Appendix 1 - Security, IT Equipment, Network And Software RequirementsGeneral

1. It is the responsibility of the Provider to be in possession of computer hardware and software suitable for accessing CSIS over the Internet (WWW).
 - a. The Provider should utilise MODNET Accounts and Laptops supplied by the Authority when processing codification tasks on CSIS. However, the Authority accepts that the MODNET platform might not always be suitable for processing certain tasks, and in this case, use of Providers own hardware is permitted. Provider should strive to utilise the MODNET platform whenever possible.
 - b. The Provider will be issued with MODNET Accounts and Laptops on a case-by-case basis once fully justified and agreed. This is classed as GFI and should only be issued with a completed DEFFORM 316.
2. Access to CSIS is controlled by user account, one per system per user, which shall be provided by the Authority. In the event of a protracted period of unplanned CSIS downtime, the Authority will lead on resolving the issue(s) to ensure services are restored in line with Authority Business Continuity Plan.
3. It is the responsibility of the Provider to be in possession of computer hardware and software suitable for accessing NMCRL database over the Internet. NMCRL is accessed through the NSPA website. The Authority will provide up to 10 NMCRL user accounts. Justification will be required for any additional accounts and use will be monitored.
 - a. It is the responsibility of the Provider to supply all workstations and ancillary equipment.
4. The Provider shall have an Internet E-Mail facility, to allow appropriate messages and file attachments to be sent to and from UK NCB.
5. The Providers IT equipment and software shall be capable of carrying out the following off-line actions to facilitate CSIS Daily Run Inputs when required:
 - a. Create and format transactions
 - b. Store transactions locally
 - c. Upload the File of Input Transactions to UK NCB as a batch
 - d. Store the file locally
 - e. Download the File of Output Messages from CSIS using the Data Transfer facility
 - f. Print and/or displaying the file contents for local use.

Minimum Recommended Workstation Specification:

6. The minimum recommended workstation specification is as follows
 - a. Microsoft Windows - latest version
 - b. Website Browser – latest version (Microsoft Edge or Google Chrome recommended)
 - c. Internet connection to the WWW
 - d. 1024 x 768 screen resolution (recommended)

Connection To CSIS and Security Requirements

7. Connection to CSIS and security requirements are as follows:
 - a. Access to CSIS is available via the Internet (WWW).
 - b. The Authority shall not be responsible for Provider's security accreditation, effort or costs.
 - c. Each User of CSIS shall be required to sign compliance to the CSIS Security Operating Procedures (SyOps).
 - d. Applications for CSIS accounts shall be made through CSIS Help Desk:

Tel: Redacted
 - e. It is UK NCB policy that the use of the on-line CSIS database connectivity is mandatory. Any work conducted off-line requires prior authorisation in writing by the Authority.
 - g. If a Provider is unable to gain on-line access to the CSIS database, they are to inform the BDUK helpdesk immediately for resolution and inform UK NCB of the issue for information.
 - h. The MOD reserves the right to periodically inspect the Providers access to RLI.

Appendix 2 - Business Process Codification**Reference Screening**

1. The Provider shall carry out reference screening in the following sequence:
 - a. On CSIS, then;
 - b. The NATO Master Catalogue of References for Logistics (NMCRL)

Characteristic Screening

2. Where an item does not screen out during reference screening or if reference screening produces optional NSNs, then the Provider shall carry out characteristic screening on CSIS and the NMCRL product.

Potential Screen Out

3. Potential Screen Outs are to be referred to the Task Sponsor/Technical Point of Contact for resolution. If the Potential Screen Out is an exact match, then the item shall be treated in the same way as an Exact Screen Out.

Record Revision Action on Screen Outs

4. Source Data Available: Where an acceptable match has been identified and the source data is available, update the record by taking the necessary action to correct any information found to be out of date, inaccurate, or missing, and convert / update to the appropriate IIG.
5. For matches found with CSC of P, W or K, the Provider shall make all efforts to obtain source data and update the record to a terminal status on CSIS.
6. No Source Data Available: Where source data is not available the following action shall be carried out:
 - a. Ensure Conversion Control Characters (CCCs) are 0
 - b. Add/amend all known REFSETS applicable to the item
 - c. Add/amend MRC's, ensuring the NSN record is compliant with the appropriate IIG.
 - d. Ensure the NIIN has an active terminal CSC
 - e. If the above cannot be carried out the UK NCB TCO should be informed

General Instructions on Screen Outs

7. If the screen-out record is in UK IIG format, then convert and update from UK IIG to appropriate current IIG. If the screen-out record is in current IIG format, then review and update in accordance with the appropriate current IIG. Add user interest and create/update associated SMD Form(s) in compliance with the UK Defence Policy on Single Item Ownership (SIO). If there is an SIO non-compliance then notify the codification sponsor with relevant user information. Policy on Single Item Ownership can be found in the Defence Logistics Framework (DLF).

General Instructions on Screen Outs

8. If the screen-out record is in UK IIG format, then convert and update from UK IIG to appropriate current IIG. If the screen-out record is in current IIG format, then review and update in accordance with the appropriate current IIG. Add user interest and create/update associated SMD Form(s) in compliance with the UK Defence Policy on Single Item Ownership (SIO). If there is an SIO non-compliance then notify the codification sponsor with relevant user information. Policy on Single Item Ownership can be found in the Defence Logistics Framework (DLF).

Action on Finding More Than One Exact Screen Out

9. Where more than one exact screen out is identified, the criteria detailed in ACodP-1 Chapter II Sub-Section 273 - Cancellation of an Item Identification, should be used to decide which NSN is to be used. The UK NCB TCO shall be notified of the multiple Screen-Outs.

Screen Outs to Non-UK Items

10. Where an item screens-out to an existing foreign NSN, and the Provider is already in possession of source data that could improve the foreign record, the Provider should send a request including the data to update the foreign NIIN via CSIS. Latest policy is detailed in ACodP-1.

Screening and Reporting (Item Number 8 Only)

11. Line items tasked to the Provider under 'Item 8' from the Schedule of Requirements, are for specific screening and reporting activities only. In this activity, the Provider shall be supplied with the part number/reference, manufacturers name or NCAGE, and Name/Description. The Screening shall be carried out in accordance with Paragraphs 1 and 2 of this Appendix, and reporting of results to be in MS Excel spreadsheet format, providing the following information:
 - a. Task Number
 - b. Line Entry Number
 - c. Submitted Reference
 - d. Submitted NCAGE
 - e. Submitted Name/Description
 - f. Match type (exact, potential, partial, or No match)
 - g. NSN
 - h. Item Name
 - i. CSC
 - j. Matching Reference, NCAGE, NCAGE name, RNCC AND RNVC
 - k. For a foreign NSN - Indicate whether the NSN is already on CSIS

- I. Current CSU value (IMC / DMC / IMSD)
- m. Owning DT (decode of DMC / IMC / IMSD etc)

Match Type Definitions

12. The following match type definitions shall apply:

- a. **Exact match**, where NCAGE, or any superseding NCAGE, and the reference exactly match an existing NSN, where the reference is recorded with RNCC = 2 or 3, and RNVC = 2. The NSN Item Name must also be comparable/similar to the input name/description. Excluded from this category are NSN's with a Source Controlled reference (RNCC1).
- b. **Potential match**, where conditions for exact match are not met, or more than one NSN matches against NCAGE and reference, or reference screens against an NSN with different NCAGE which is related (i.e., part of multi-national corporation). Excluded from this category are refsets with an RNCC/VC combination of 5-9 and 6-9.
- c. **Partial match**, where NCAGE's differ and/or the format of the references differ (space characters, non-alphabetic characters and "special" words e.g., "SHEET"). Excluded from this category are refsets with an RNCC/VC combination of 5-9 and 6-9.
- d. **No match**, where reference/NCAGE produces no matches to any existing NSN.

General Record Revision

13. During revision and updating of NSN records the TIR will validate on submission. Where the TIR does not pass validation for obsolete/superseded NCAGE's there is a requirement to amend the NCAGE reference as per ACodP-1 current rules. If the NCAGE has a NCAGE SD Code of 'R' then the Provider must contact the superseding NCAGE to verify that they are now the manufacturer/supplier of the Item of Supply, and confirm the part number. If verified, the new manufacturer/supplier's NCAGE shall then be added to the NSN record. The Provider shall then forward the verifiable evidence to the UK NCB Customer Services for inclusion in the NCAGE data set. Email Redacted

New Codification

14. For Items where the Design Authority rests with a UK company, Tier 1 nation (CodSP refers), or non-AC/135 nation and no Screen Out match can be found, the Provider shall create a new UK NSN record (including SMD where applicable) for that item.
Note: For Codification Support Publications (CodSP's), refer to Appendix 5.
15. For items where the Design Authority rests with a company in another NATO or Tier 2 nation and no Screen Out match can be found, the Provider should initiate codification action in accordance with ACodP-1 to the relevant nation supplying as much information as possible to aid the codification process.
16. Where a Provider is submitting a foreign transaction, requesting that the foreign NCB codify an item of their manufacture, and is in possession of source data for the foreign manufactured item, they should attach it to the international transaction.

Master Requirement Codes

17. Characteristics data shall be recorded in accordance with the current IIG instructions for each Master Requirement Code (MRC). This applies to all codification work, including updates. In all codification work it is mandatory that MRC FEAT should not be used to record data that can be recorded in more specific MRC(s).

Obtaining Source Data

18. The MOD's Policy directs DTs to include Defence Condition 117 (DEFCON 117) in equipment procurement contracts, to facilitate the availability of data for codification. The Source Data shall either be supplied on attachments through the CSIS E-Tasking system, and/or other arrangements may be in place to facilitate the supply of source data to the Provider. UK NCB shall state if it is to supply source data on Task Special Instructions, or where possible shall provide information to assist the Provider to locate where source data may be obtained.
19. The Provider is responsible for obtaining all source data when it is not supplied by the Authority including data available in the public domain e.g., www. In meeting this obligation, the Provider shall agree to dispatch all requests, including hastening letters for source data, within 3 working days to enable the delivery date(s) specified to be met. A specimen Source Data Request letter and Source Data Request Hastening letter are available on request from UK NCB if required.
20. In requesting source data, the Provider shall identify the correct point of contact within each company who is responsible for the supply of source data, and direct requests to this contact. The Provider shall maintain a register of such contacts, and this shall be made available to the NCB DQR on request.
21. The Provider shall also consider that prime equipment manufacturers may be responsible for the provision of data in respect of bought-out items. The Provider shall ensure that any part numbers quoted when obtaining source data are recognised by the manufacturer. The Provider shall ascertain whether the manufacturer has quoted fully definitive or non-definitive part numbers.
22. Where the Provider believes that the achievement of the specified delivery date(s) is at risk because of the lack of response to all requests for the source data, including hastening letters, the Provider is to inform the UK NCB TCO immediately on the Task Control Query Detail Screen (refer Part 2 Para 14). The Provider shall continue with all attempts to obtain the source data to enable delivery date(s) to be met in conjunction with the Authority.
23. The Provider shall inform the UK NCB TCO of instances where a manufacturer demands payment for data. The TCO will advise accordingly on action to be taken.
24. In exceptional circumstances, and only where specifically instructed by UK NCB, a Provider may be tasked to purchase source data, and be reimbursed with the actual cost incurred. Receipted proof of purchase will be required, and a copy forwarded to UK NCB to facilitate payment.
25. A full audit trail shall be maintained for a 2-year period from close of task, providing traceability of all the actions taken in obtaining source data. The UK NCB DQR may request at any time, in accordance with the Terms and Conditions of this Contract, sight of the audit trail.

26. Where all efforts to obtain source data have proved fruitless, the provider shall provide evidence of the multiple attempts to contact the company and contact the UKNCB TCO to consider the item(s) withdrawal from the Task (refer Part 2 Para 14).

Item Naming

27. The selection or development of a single name for an Item of Supply must be undertaken using a common terminology. It is the first step in the identification of an Item of Supply. The rules detailing the allocation of an item name are defined in ACodP-1, Section 220.
28. Attempts are to be made to allocate an Approved Item Name (AIN) for each item using the Item Name enquiry system. AIN's are not expected to exactly cover every item but are representative so that the closest matching AIN should be chosen. Benefit of doubt should be given to selecting an AIN. For codification requests initiated from an authoritative source (e.g., Foreign NCB), these items may already contain an AIN that should be retained unless a more appropriate AIN is found. Where the source data positively disproves the existing AIN, then a more appropriate AIN shall be allocated. Only when all attempts to allocate an AIN are exhausted, should a Non Approved Item Name (NAIN) be derived and allocated in accordance with the instructions detailed in the US Procedures Manual DoD Manual 4100.39-M Volume 3, Chapter 2 Para 3.2.4 'ITEM NAMES'. Available online at FLIS Technical Procedures which can be accessed at: Email Redacted
29. If the Provider is unable to identify an existing AIN, yet is in possession of comprehensive source data, the Provider shall codify the item using a NAIN in compliance with the procedure at Paras 27 & 28 of this document.
30. If multiple items are identified as requiring the same NAIN, then a request should be made to the UKNCB to request the creation of a new AIN via online Collaboration Tool (OCT). Codifiers should not wait on the creation of a new AIN, as this process is out with the control of UKNCB but should proceed with completion of any codification in accordance with this specification. See Para 45 on International Collaborations.
31. MRC 'CXC'Y' is to be answered when the Item Name allocated by the controlling agency differs in relationship to the Approved Item Name (AIN) or Non Approved Item Name (NAIN) allocated to the NSN record. The controlling agency's Item Name is normally recorded on the source data but where ambiguity exists (e.g., a part taken off a general assembly drawing); a direct enquiry to the controlling agency may be made.

Foreign Manufactured Items

32. It is essential that care and attention be taken when preparing all foreign codification transactions, in particular the completion of Assign NIIN and Register User. These requests attain high visibility by NATO partners and reflect the quality of service being provided by UK NCB. The timely, accurate and full completion of Assign NIIN and Register User requests is necessary to avoid rejection by other NCB's, which may result in delay or failure to meet UK NCB's customer commitments.
33. If a foreign codification request is rejected by another NCB, the Provider should in the first instance attempt to resolve the problem and resubmit the request. If the Provider cannot resolve the problem, the reason for rejection and all supporting information shall be reported to the UK NCB TCO, who will issue further instructions as appropriate.

34. The creation of an CSC W (temporary record), pending receipt of foreign codification data, is limited for use where customer timeframe requirements, as advised by UK NCB TCO, cannot be met by using the direct route outlined at paragraphs 32 and 33 above. On receipt of the foreign codification data, the Provider shall verify that the foreign NSN represents the item required by the customer. Cancellation of the CSC W record and creation of the supersession trail must then be carried out. The cancellation action and supersession trail must also be reflected on all associated SMD Forms, in accordance with the UK SMD Guide. A CSC X shall only be used in exceptional circumstances, and only by prior permission from the NCB TCO.
35. On receipt of foreign codification data that does not contain an Approved Item Name (AIN); the Provider must translate the foreign Non-Approved Item Name (or Part Name) into English on the Total Item Record (TIR). ACodP-1 Section 221.4 refers.

Maintenance Transactions

36. All maintenance requests are performed in CSIS. The only exception is for certain change of reference related code requests where the RNAAC, NIIN owner and requesting nation are all different. These are still done via email as OMT is now for industry only and not used at all by the UK.

Type 2 Item Identification

37. UK and International Codification: It is UK NCB policy not to create Type 2 codification, and therefore this TII status shall only be applied in exceptional circumstances. Prior Authority shall be sought from the UK NCB TCO through the CSIS Task Queries Screen, before creating a Type 2 codification record.

Supply Management Data

38. Item entry into Base Inventory Systems (BIS) is dependent on the timely release of Supply Management Data (SMD). SMD is to be created or updated in accordance with the 'UK SMD Guide'. SMD shall be activated before payment is claimed, as part of the codification process. Under Single Item Ownership, only the current owners SMD shall be updated. SMD is required for all codification except as defined in the following paragraph.
39. SMD Forms are not to be created for the following classes of work, unless specified by the UK NCB TIO:
- a. Export Sales.
 - b. International – Unless it is a collaborative project with UK involvement.
 - c. Maps or Charts - originating from the Defence Geographic Centre (DGC)
 - d. NSNs raised in response to a request received from General Dynamics, Electric Boat Corporation (NCAGE 96169), for the UK Trident Programme.
40. For Foreign Items, translation into English shall be carried out on the SMD Form to the Item Name and all other information taken from the Total Item Record, which does not

automatically translate into English, e.g., free text replies such as recorded in, MRC TEXT: MRC FEAT: etc.

Management Codes

41. Management Codes are commonly referred to as Domestic Management Codes (DMC's) or Inventory Management Codes (IMC's). In the Air Environment, inventory management is controlled through Inventory Management Specialist Designator (IMSD). Management Codes are raised and maintained by the Land, Sea and Air Supply Management Branches, and are held as a single master source on CSIS. DMC's / IMC's / IMSD's shall be selected to align with the applicable equipment/project and recorded on the CSIS record and SMD.
42. To note: BWIMS+ will become the sole BIS from late 2024 as SS3 and CRISP are replaced, and the codes associated with these systems will no longer be used.
43. Access to the DMC/IMC/IMSD master source, is by selection of the "DMC/IMC Enquiry" option from the Quick Links menu at <http://www.ncb.r.mil.uk/> or <http://www.ncb.mod.uk>. A user-guide is also available from this site. The provider should verify that the DMC/IMC/ISMD provided is valid for the service identified if not, refer to UKNCB for assistance.

Items Cancelled as Duplicates

44. Cancelled Items of Supply will be added as an informative reference using NCAGE U9199 to the Cross Related NIIN e.g. REFSET 6991 NCAGE U9199 REF *****. All associated SMD Forms shall be updated to show the Superseding and Superseded NSN's. If the Provider discovers an unrelated duplicate, the Provider will request an additional line entry from UK NCB TCO, to facilitate cancellation action. The granting of an additional line entry is at the discretion of the UK NCB TCO.

Additional Reference Requirements

45. During contact with manufacturers, the Provider shall obtain the product identification number (bar code) assigned by companies affiliated with GS1 (formerly known as EAN International or the Uniform Code Council (UCC)), or in the case of medical substance items the World Health Organisation (WHO) Anatomical Therapeutic Codes (ATC's). For medical devices the Universal Medical Device Nomenclature System (UMDNS) managed by the ECRI Institute. These refsets to be allocated to the applicable CSIS TIR in accordance with ACodP-1 rules.

International Collaborations

46. As part of the Codification Contractors responsibilities participation in the "International Collaboration process" is required. These collaborations are proposals originating from other NATO nations to amend existing Approved Item Names (AINs), definitions and associated NATO Supply Class. The proposals can also relate to the creation of new AINs and proposed addition/deletion of Master Requirement Codes (MRCs) from Item Identification Guides (IIGs). These collaboration proposals will be forwarded from the UKNCB point of contact: Email Redacted to the Codification Contractors designated point of contact. The contractor will then have sight of any potential changes and will be expected to review the proposal and provide a concur or non-concur response within five working days with reasons for non-concur also provided. This process also allows the codification contractor to make collaboration proposals that in the first instance should be directed to the UKNCB point of contact: Email Redacted

NCAGE Verification Requirements

47. Where a Provider receives Design Authority/Manufacturers/Suppliers details that do not concur with the relevant organisations NCAGE details recorded on CSIS, the information is to be verified to determine the correct details. Where necessary, an update to the existing NCAGE details shall be submitted to UKNCB.
48. If the codification request requires a new UK or non-UK NCAGE to be raised, an application shall be submitted to UK NCB via CSIS. This action should only be carried out after confirming with the entity that they do not have an NCAGE and are willing to have one assigned.
49. During liaison with Design Authorities/Manufacturers/Suppliers, the Provider shall publicise the facility for organisations to update their own NCAGE details. Enquiries for this facility are to be referred to the UK NCB NCAGE Team.

Document/Data Disposal

50. CSIS data is security classified as OFFICIAL-SENSITIVE. The Provider is to comply with MOD Security policy regarding the disposal of OFFICIAL-SENSITIVE material.

Appendix 3 - Business Process For The Digitisation Of Source Data

Introduction

1. This Appendix describes the requirement for digitisation of hardcopy drawings and documents, hereafter called "source data". This includes source data used or held by UKNCB and our codification contractors.

Scope

2. UK NCB require all hard copy data used in the creation/maintenance of NATO Stock Number (NSN) records to be retained for audit and quality control purposes, retrievable by NIIN or other identification number.
3. This specification details the requirements for the receipt, digitisation, upload to CSIS and destruction or return of the original source data.

Orientation

4. The operation of the project shall be as follows:
 - a. The receipt of hardcopy source data from multiple sources.
 - b. Digitisation of hardcopy source data.
 - c. Attach the electronic source data to the appropriate CSIS e-Task Request. This is achieved using the Add Source Data Screen on CSIS.
 - d. The destruction or return of the original source data, as directed by UK NCB.

Conversion and Retrieval of Source Data

5. On acceptance of the hardcopy codification source data package, conversion is to be made into pdf format.
6. Where the source data supplied for conversion is shown to contain Proprietary information, the Proprietary information shall be blanked prior to conversion. Once converted, the image shall be checked by the Provider to ensure that the blanked detail cannot be read.
7. The pass/fail criteria for the images shall be the ability to read, from the image, all technical characteristics used during the codification process e.g., dimensions, materials, values etc.
8. Where the source data supplied for conversion is of poor quality and the image cannot be improved with reasonable endeavour, the source data image will be flagged to the TCO.
9. All source data received for conversion by the Contractor is to be retained for 1 month after conversion, following which all hard copies, including all back-ups, shall be destroyed, or returned as instructed.

Security

10. Any item of source data with a protective marking above "SECRET" is not to be scanned and must be returned directly to UK NCB.

Appendix 4 - Key Performance Indicators (KPI's)

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 1	
Service Area	Service Delivery
KPI Title	Completion of Requested Codification Line Entries (where appropriate Source Data is available) within the specified delivery date.
Incidence Measures, Definitions and Description	The Contractor shall complete 99% of all requested codification line entries where Source Data is available within their specified delivery date. Where applicable this will include Supply Management Data. Where Source Data is not available and is out-with the Contractors control, a revised delivery date shall be agreed with the Authority.
Who Reports	Supplier
Monitoring Frequency (Start/End)	Monthly Start: 1 st of every month Finish: Final day of the month
Reporting Frequency	Monthly
Guidelines	UK items within 15 working days. UK urgent - to meet agreed timelines with up to a maximum of 5 working days. Incoming international items within 55 calendar days Incoming international emergency within 7 calendar days Outgoing Assign NIIN and Register User requests within 3 days from receipt of task and within 24 hrs on receipt of an emergency task. All timeframes may be subject to change as international policy evolves.
Performance Criteria	
Performance Bands	Performance Level
Good	≥99% of all codification line entries within specified delivery date

Approaching Target	>98% of all codification line entries within specified delivery date
Requires Improvement	>97% of all codification line entries within specified delivery date
Inadequate	<97% of all codification line entries within specified delivery date

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 2	
Service Area	Service Accuracy
KPI Title	Service Completion Accuracy
Incidence Measures, Definitions and Description	<p>The contractor shall achieve a minimum of 99.5% accuracy, relative to data received, for all new codification line entries each month. Contractor submissions will be subject to quality checks.</p> <p>This does not include AINs as it has a separate KPI (6)</p> <p>Performance against line Item 1, 1a, 1b, 2, 2a, 2b, 4, 4a,4b of the Schedule of Requirements will be measured against this KPI.</p>
Who Reports	Supplier
Monitoring Frequency (Start/End)	<p>Monthly</p> <p>Start: 1st of every month</p> <p>Finish: Final day of the month</p>
Reporting Frequency	Monthly
Guidelines	Correct any inaccurate records within 10% of the original delivery timeframe.
Performance Criteria	
Performance Bands	Performance Level
Good	≥99.5% accuracy on codification line entries each month

Approaching Target	>98.5% accuracy on codification line entries each month
Requires Improvement	>97.5% accuracy on codification line entries each month
Inadequate	<97.5% accuracy on codification line entries each month

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 3	
Service Area	Service Accuracy
KPI Title	Service Completion Accuracy
Incidence Measures, Definitions and Description	<p>The contractor shall achieve a minimum of 99.5% accuracy, relative to data received, for all other codification line entries each month. Contractor submissions will be subject to quality checks.</p> <p>Performance against line Item 5, 5b, 5c, 6, 8, 11, 11a, 14 of the Schedule of Requirements will be measured against this KPI.</p>
Who Reports	Supplier
Monitoring Frequency (Start/End)	<p>Monthly</p> <p>Start: 1st of every month</p> <p>Finish: Final day of the month</p>
Reporting Frequency	Monthly
Guidelines	Correct any inaccurate records within 10% of the original delivery timeframe.
Performance Criteria	
Performance Bands	Performance Level
Good	≥99.5% accuracy on codification line entries each month

Approaching Target	>99.4% accuracy on codification line entries each month
Requires Improvement	<99.4% accuracy on codification line entries each month
Inadequate	<99.3% accuracy on codification line entries each month

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 4	
Service Area	Service Accuracy Correction
KPI Title	Correction Performance
Incidence Measures, Definitions and Description	Any inaccurate records produced must be corrected within a time span no greater than 10% of the original delivery timeframe. Performance against line Item 0 of the Schedule of Requirements will be measured against this KPI
Who Reports	Supplier
Monitoring Frequency (Start/End)	Monthly Start: 1 st of every month Finish: Final day of the month
Reporting Frequency	Monthly
Guidelines	Track the time taken to correct inaccurate records.
Performance Criteria	
Performance Bands	Performance Level
Good	All incorrect records corrected within 10% of original delivery timeframe

Approaching Target	All incorrect records corrected within 15% of original delivery timeframe
Requires Improvement	Incorrect records not corrected within 20% of original delivery timeframe
Inadequate	Incorrect records not corrected within 25% of original delivery timeframe

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 5	
Service Area	Standard of Codification
KPI Title	Quality Performance
Incidence Measures, Definitions and Description	<p>It is essential that the contractor delivers 100% of all codification work to the highest possible standard (TII 1, 1A/K, 1B/L or 4, 4A/M, 4B/N or any equivalent quality control system); the contractor shall therefore answer all Master Requirement Codes (MRC's) within the Item Identification Guide (IIG) commensurate with the source data available. This will be verified by random sampling.</p> <p>Performance against line Item 1, 1a, 1b, 2, 2a, 2b, 4, 4a,4b of the Schedule of Requirements will be measured against this KPI.</p>
Who Reports	UKNCB
Monitoring Frequency (Start/End)	<p>Monthly</p> <p>Start: 1st of every month</p> <p>Finish: Final day of the month</p>
Reporting Frequency	Monthly
Guidelines	The use of Reference only descriptive method (TII 2 or any equivalent quality control system name) codification must only be used with prior agreement by the Authority.

Performance Criteria	
Performance Bands	Performance Level
Good	100% of all codification work delivered to TII 1 or 4, unless otherwise agreed by the Authority
Approaching Target	>99% of all codification work delivered to TII 1 or 4
Requires Improvement	>98% of all codification work delivered to TII 1 or 4
Inadequate	<98% of all codification work delivered to TII 1 or 4

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 6	
Service Area	Approved Item Names
PI Title	Codification Entries - AINs
Incidence Measures, Definitions and Description	<p>The Contractor's overall target is to ensure that a minimum of 95% of all new codification entries possess an AIN.</p> <p>Performance against line Item 1, 1a, 1b, 2, 2a, 2b, 4,4a and 4b of the Schedule of Requirements will be measured against this PI.</p>
Who Reports	Supplier
Monitoring Frequency (Start/End)	<p>Monthly</p> <p>Start: 1st of every month</p> <p>Finish: Final day of the month</p>
Reporting Frequency	Monthly

Performance Criteria	
Performance Bands	Performance Level
Good	≥95% of codification entries possess an AIN
Approaching Target	≥93% of codification entries possess an AIN
Requires Improvement	<93% of codification entries possess an AIN
Inadequate	<90% of codification entries possess an AIN

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 7	
Service Area	Screening Accuracy
KPI Title	Screening Completion Accuracy
Incidence Measures, Definitions and Description	<p>The contractor shall achieve a minimum of 99.5% accuracy, on all screening activities relative to data received, for all new codification line entries each month.</p> <p>Performance against line Item 1, 1a, 1b, 2, 2a, 2b, 4, 4a, 4b of the Schedule of Requirements will be measured against this KPI.</p>
Who Reports	Supplier and UKNCB
Monitoring Frequency (Start/End)	<p>Monthly</p> <p>Start: 1st of every month</p> <p>Finish: Final day of the month</p>
Reporting Frequency	Monthly
Guidelines	Correct any inaccurate records within 10% of the original delivery timeframe.

Performance Criteria	
Performance Bands	Performance Level
Good	≥99.5% accuracy on codification line entries each month
Approaching Target	>99.3% accuracy on codification line entries each month
Requires Improvement	>99.1% accuracy on codification line entries each month
Inadequate	<99.1% accuracy on codification line entries each month

NATO Codification of Materiel and Digitisation of Source Data	
Key Performance Indicator 8	
Service Area	Documentation
KPI Title	Annual reviews
Incidence Measures, Definitions and Description	The Contractor shall carry out annual reviews of the Quality, Business Continuity and Risk Management Plans in accordance with the Statement of Requirements- Part 1 General Conditions. The results of the reviews, including amendments and actions shall be documented and sent to the UKNCB Operations Mgr and UKNCB Business Development Mgr
Who Reports	Supplier
Monitoring Frequency (Start/End)	Yearly Start: 1 st day of the contractual year Finish: Final day of the contractual year
Reporting Frequency	Yearly

Guidelines	Documentation to be supplied within 30 working days after each contract year.
Performance Criteria	
Performance Bands	Performance Level
Good	All documentation to be supplied within 30 days of the end of each contract year
Approaching Target	All documentation to be supplied within 40 days of the end of each contract year
Requires Improvement	All documentation to be supplied within 50 days of the end of each contract year
Inadequate	All documentation to be supplied within 60 days of the end of each contract year

Appendix 5 - Codification Publications and Sources of Information**1. Providers shall have access to the following publications:**

99-M1 - UK Manual for Codification of Materiel

ACodP-1 - NATO Manual on Codification

ACodP-2 - NATO Multilingual Supply Classification Handbook

ACodP-3 - NATO Multilingual Item Name Directory

The Multilingual ACodP-2/3 web-based application is accessible at the following address:
Redacted

AC/135 Codification Support Publications - AC/135 CodSPs - are issued by the NATO Support and Procurement Agency - NSPA - on behalf of the Group of National Directors on Codification (AC/135) and are intended for streamlining international collaboration within the NCS. The specific link for Tier 1 Nations is below:
Redacted

NMCRL: NATO Master Catalogue of References for Logistics – located at Redacted

United States FEDLOG

IIGs – located at:
Redacted

Federal Logistics Information System (FLIS) Procedures – located at: Redacted

CSIS – The login page is located at:
Redacted

DMC/IMC Enquiry – Single Source of Management Codes at:
Redacted

SMD Guide - Guide to Supply Management Data

DCN - Defence Codification Notices published by UK NCB

DEFCON 117 - Supply Of Information For NATO Codification And Defence Inventory Introduction

2. Unless otherwise stated, the above publications are available based on one set per Approved Codification Provider. These may be obtainable on written request from:
3. Redacted

4. Quality Documentation

AQAP 2110 – NATO QA Requirements for Production.

Website Redacted

AQAP 2105 – Requirement for Deliverable Quality Plans

Website Redacted

Note: Defence Standards can in most cases be obtained from:

Redacted

Refer to the DStan website at

Redacted

Appendix 6 – Schedule of Requirements

Item No.	Description
0	Items returned to contractor for rework of errors.
1	<p><u>Routine Codification</u> - Codification to terminal status of a new Item of Supply, or the screen-out and update to IIG of an existing codified Item of Supply, where the TII is either 1, 1a(K) or 1b(L) at completion of the line entry.</p> <p>Includes, creation of temp number where required, obtaining source data, the creation/update of international transactions, and Supply Management Data (SMD) Form(s) action, as appropriate.</p> <p>All actions completed within Routine timeframes, in accordance with the Statement Of Requirements</p>
1a	<u>Routine Codification</u> - All actions and timeframes as per Item 1, but where the TII is either 4, 4a (M) or 4b (N) at completion of the line entry.
1b	<u>Routine Codification</u> - All actions and timeframes as per Item 1, but where the TII is 2 at completion of the line entry.
2	<p><u>Urgent Codification</u> - Codification to terminal status of a new Item of Supply, or the screen-out and update to FIIG of an existing codified Item of Supply, where the TII is either 1, 1a(K) or 1b(L) at completion the line entry.</p> <p>Includes, creation of temporary number where required, obtaining source data, the creation/update of international transactions, and Supply Management Data (SMD) Form(s) action, as appropriate.</p> <p>All actions completed within Urgent timeframes, in accordance the Statement of Requirements</p>
2a	<u>Urgent Codification</u> - All actions and timeframes as per Item 2, but where the TII is either 4, 4a (M) or 4b (N) at completion of the line entry.
2b	<u>Urgent Codification</u> - All actions and timeframes as per Item 2, but where the TII is 2 at completion of the line entry.
3	Not in Use
4	<p><u>Provisional Update</u> - Codification to update a provisionally codified Item of Supply to terminal status, where the TII is either 1, 1a (K) or 1b (L) at completion of the line entry.</p> <p>Includes obtaining source data, the creation/update of international transactions, and Supply Management Data Form(s) action, as appropriate.</p>
4a	<u>Provisional Update</u> - All actions as per Item 4, but where the TII is either 4, 4a (M) or 4b (N) at completion of the line entry.
4b	<u>Provisional Update</u> - All actions as per Item 4, but where the TII is 2 at completion of the line entry.
5	<p>IIG to FIIG Conversion - Codification to convert and update an existing CSIS Total Item Record (TIR) from older IIG format to current IIG format, where the TII is either 1, 1a(K), 1b(L), 4, 4a(M) or 4b(N) at completion of the line entry. In accordance with the Statement of Requirements.</p> <p>Includes obtaining source data, the creation/update of international transactions, and SMD Form(s) action, as appropriate.</p> <p>Cost per line item, based on a minimum of 100 items per batch.</p>
5c	IIG to FIIG Conversion - All actions as per Item 5, but where the TII is 2 at completion of the line entry.
5a	Not in Use
5b	<p>General CSIS Update - Review and update an existing CSIS Total Item Record (TIR) TO ACodP-1 rules.</p> <p>Includes amendments/additions to Refset(s), DEIC(s) and MRC(s).</p>

Item No.	Description
	Includes obtaining all source data, the creation/update of International Transactions, and SMD Form(s) action, as appropriate.
6	SMD Form(s) - Creation/Update of SMD Form(s) for items already codified.
7	Not in use.
8	Screening & Reporting - Carry out screening activities in accordance with the Statement of Requirements and submit report to the Authority.
9	Not in use.
10	Not in use.
11	Hourly Rate - Firm price hourly rate for ad hoc admin/clerical codification work, to exceptionally cover work not shown elsewhere in this pricing schedule including acquisition of source data.
11a	Hourly Rate - Firm price hourly rate for ad hoc technical codification work, to exceptionally cover work not shown elsewhere in this pricing schedule
12	Not in use.
13	Not in use.
14	International Codification - International Codification, Return to Sponsor in accordance with ACodP1 (NATO Manual for Codification of Materiel).
15	SD Imaging - Conversion of hard copy source data into standardized electronic format in accordance with the Specification for the Digitisation of Source Data Requirement to be found in the Statement of Requirements

Table 1 - Schedule of Requirements

Appendix 7 – Terms, Abbreviations and DefinitionsTerms

Term	Definition
Data Element Identifier Code	Is a three alpha character allocated to a specific data element e.g., CRN, CSC, TII etc. UK Manual for Codification of Materiel, 99-M1 provides details and a list of DEICs.
Definitive Screen Out	Is one that meets all the criteria detailed in ACodP1 and 99-M1 for the items to be considered an exact match.
Design Control Authority	The Individual, company, firm, corporation, designing authority or government department which controls the design, characteristics and production of an item by means of its engineering drawings, specifications and inspection requirements.
International and Foreign Transactions	<p>UK NCB Codification Management provides the focal point through which all non-ADP incoming and outgoing transactions are channelled. To distinguish between incoming and outgoing transactions the following terminology is used:</p> <ul style="list-style-type: none"> a. International Transactions 'International' refers to incoming requests from other NCBs for screening, Codification and the recording of details. b. Foreign Transactions 'Foreign' refers to outgoing requests placed by UK Codification Activities on other NCBs for screening, Codification and the recording of details.
Potential Screen Out	Are one or more NSNs with matching part number and/or characteristic data. Further investigation is required to determine if the item can be discounted or should be treated in the same way as a Definitive Screen Out.
Quality	The totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
REFSET	A combination of Reference Number Category Code, Variation Code, Document Availability Code, Format Code, Justification Code, NCAGE and Reference. This combination provides the CSIS user with information about the Item of Supply, e.g., concerning the status and quality of the reference, whether the reference is a supplier or a manufacturer and if procurable, and if the item is vendor controlled, etc.
Risk	Risk is the 'effect of uncertainty on objectives and an effect is a positive or negative deviation from what is expected.
Source Data	Refers to the data used to create the Item of Supply record. Extraneous data should not be included in the package. Documents held in the public domain, such as British Standards and other documents prepared by Standardisation Bodies/Associations, are excluded. The formal definition and requirement is within DEFCON 117.

Term	Definition
Unique ID	Refers to the package identification number in the following format: Providers NCAGE: two-digit sequential number uniquely representing that package four digits representing the year (e.g., NCAGE/01/2010). Any Provider without an NCAGE will need to apply to UK NCB for allocation of an NCAGE.

Table 2 - Terms

Abbreviations

Abbreviation	Definition
99-M1	United Kingdom Manual for Codification of Materiel NOTE: 99-M1 is subject to periodic amendment by UK NCB and is available on request
ACodP	Allied Codification Publication
ACodP-1	NATO Manual for Codification of Materiel
ADP	Automatic Data Processing
AIN	Approved Item Name
AMS	Acquisition Management System
AQAP	Allied Quality Assurance Publication
BC	Business Continuity
BCP	Business Continuity Plan
CCC	Conversion Control Characters
CLQL	MRC for Colloquial Name
CSC	Codification Status Code
CSIS	Codification Support Information System
CXCXY	MRC for Non Approved Item Name (NAIN) Assigned by Controlling Agency
DCN	Defence Codification Notice
DCN	Document Control Number
DE&S	Defence Equipment and Support
DEIC	Data Element Identifier Code
DFN	Defence Fixed Networks
DGC	Defence Geographic Centre
DLIS	Defence Logistics Information Service (US NCB)
DMC	Domestic Management Code
DQR	Data Quality Representative
DStan	UK Defence Standardisation
DVD	Digital Versatile Disc
E-SMD	Electronic Supply Management Data
FEAT	MRC for Special Features
FEDLOG	US Federal Logistics
FIIG	Federal Item Identification Guide
FMSSC	Financial Management Shared Service Centre
GQAR	Government Quality Assurance Representative
ICO	International Codification Officer
IIG	Item Identification Guide
IMC	Inventory Management Code
IP	Internet Protocol
IPA	Internet Protocol Address
ISNM	CSIS System and Network Manager
JSC	Joint Support Chain
LAN	Local Area Network

Abbreviation	Definition
MRC	Master Requirement Code
MRC CLQL	Master Requirement Code: Colloquial Name
MRC CXCX	Master Requirement Code: Non Approved Item Name (NAIN), Assigned by Controlling Agency
NCAGE	NATO Commercial and Government Entity
NCAGESD	NATO Commercial and Government Entity Status Designator
NCB	National Codification Bureau
NCS	NATO Codification System
NIIN	NATO Item Identification Number
NMCRL	NATO Master Catalogue of References for Logistics
NSN	NATO Stock Number
OMT	On-Line Maintenance Tool
DT	Delivery Team
QAR	Quality Assurance Representative
RFC	Request For Change Form
RLI	Restricted LAN Interconnect
RNCC	Reference Number Category Code
RNJC	Reference Number Justification Code
RNVC	Reference Number Variation Code
ROHS	Restriction of Hazardous Substances
TIO	Task Issue Officer
TCO	Task Control Officer
SOR	Schedule of Requirements

Table 3 – Abbreviations

Appendix 8 – Meeting structure

Meeting and Reporting Structure:

1. The structure of the meetings within the NATO Codification System's Quality Management System (QMS) not only outlines the purpose and detail of each interaction but also delineates the expected participants from both the codification contractor and the UK National Codification Bureau (UKNCB). Ensuring the right attendees are present is crucial for the effectiveness of each meeting type:

Monthly Progress Meeting:

2. **Purpose:** To maintain open lines of communication between the contractor and UKNCB. These less formal meetings facilitate real-time feedback on ongoing projects, allowing for quick adjustments and the resolution of immediate issues.
3. **Detail:** Discussions may cover operational challenges, minor adjustments to processes, or updates on ongoing work, ensuring that both parties are aligned and responsive to dynamic project demands.
4. **Attendees:** Codification Contractor: Project Manager(s) and key team members involved in day-to-day operations. These individuals can provide updates on current projects and address any immediate issues.
UKNCB: Representatives from relevant departments who oversee the contractor's work, such as liaison officers or project oversight personnel, capable of providing immediate feedback and decisions.

Quarterly Performance Reviews:

5. **Purpose:** These Quarterly formal reviews are critical for assessing the contractor's adherence to predefined benchmarks and quality standards over the period. They offer a structured opportunity to evaluate progress, efficiency, and the effectiveness of the codification efforts.
6. **Detail:** The contractor is expected to present detailed reports and evidence of work completed, highlighting achievements, challenges faced, and measures taken to address any issues. This fosters a culture of accountability and continuous improvement. These meetings may be held at the Authority's or Supplier's offices as part of the integrated team approach, or online, by arrangement. Where meetings take place in person, these meetings shall be held concurrently or merged to minimise travel and other costs and to maximise attendance from multiple attendees, providing an efficient schedule for meetings throughout the Agreement Term.
The agenda shall be agreed between the Authority and the Supplier. The Supplier shall draft the agreed agenda and distribute two (2) Business Days prior to the relevant meeting.
The Supplier shall take minutes of each meeting and distribute to the Authority within five (5) Business Days of the meeting. These need to be agreed between both Parties and in the event of any discrepancy, mutual discussion to take place until an agreed version is complete.
7. **Attendees:** Codification contractor: Senior management, including the Project Director who can present detailed reports and insights into the progress, challenges, and actions taken. UKNCB: Senior representatives, including department heads or senior

management involved in the codification process, and quality assurance representatives. These attendees are responsible for evaluating the contractor's performance and providing strategic direction.

Annual Reviews of Performance:

8. **Purpose:** To conduct a comprehensive evaluation of the contractor's performance over the year, reflecting on key milestones, overall progress against objectives, and setting goals for the forthcoming year.
9. **Detail:** This review encompasses a broader perspective, including strategic alignment with long-term objectives, adherence to the QMS standards, and planning for future developments. It's an opportunity for both strategic reflection and forward planning, ensuring that the codification efforts are aligned with broader goals and improvements. These meetings may be held at the Authority's or Supplier's offices as part of the integrated team approach, or online, by arrangement. Where meetings take place in person, these meetings shall be held concurrently or merged to minimise travel and other costs and to maximise attendance from multiple attendees, providing an efficient schedule for meetings throughout the Agreement Term.
The agenda shall be agreed between the Authority and the Supplier. The Supplier shall draft the agreed agenda and distribute two (2) Business Days prior to the relevant meeting.
The Supplier shall take minutes of each meeting and distribute to the Authority within five (5) Business Days of the meeting. These need to be agreed between both Parties and in the event of any discrepancy, mutual discussion to take place until an agreed version is complete
10. **Attendees:** Codification Contractor: Senior executive(s), Quality Assurance Directors, and other top-level management who can discuss annual performance, strategic alignment, and future plans. UKNCB: High-level officials such as the Director of UKNCB, and heads of departments. These participants have the authority to discuss and set long-term objectives, assess strategic alignment, and make decisions impacting future collaboration.

Appendix 9 – Expected throughput

Task	25/26	26/27	27/28	28/29
Routine, urgent and provisional codification work (Item 1, 1a, 1b, 2, 2a, 2b, 4, 4a, 4b)	45,000	45,000	45,000	45,000
File maintenance including post codification (Item 5, 5b, 5c, 6)	200,000	200,000	200,000	200,000
Screening and Reporting (Item 8)	20,000	20,000	20,000	20,000
Technical support Hourly rate (Item 11a)	100 hours	100 hours	100 hours	100 hours
Clerical support Hourly rate (Item 11)	100 hours	100 hours	100 hours	100 hours
International codification (Item 14)	2500	2500	2500	2500
SD imaging (Item 15)	2500 drawings	2500 drawings	2500 drawings	2500 drawings

1. All figures quoted are for the number of lines unless otherwise stated.
2. All Routine, urgent and provisional codification work must be completed to the highest possible standard.
3. Any supplier errors should be fixed at nil cost to the authority.
4. These figures are provided as a guide to allow the supplier to estimate the workforce required to meet the expected throughput. If one task exceeds these figures, then wherever possible the supplier shall flex the available resource to meet this requirement. If all the resource laid out in the contract is fully utilised, then work will be undertaken in accordance with the priorities of the authority.
5. For any surge activity over the quantities listed above, which the supplier agrees to carry out, will be at an additional cost to the authority. For this a menu of prices per item should be provided against each task listed in Appendix 6.

Exit and Transition

1. The Supplier shall work with the incumbent to deliver the Transition Plan from the current agreement SEOC/0001 to the new Agreement. The Supplier is expected to provide a Transition Plan within thirty (30) calendar days of the Commencement Date to describe the steps it will take to take over the operation from the incumbent, including TUPE, data and knowledge transfer as well as working with the Authority and any supplier SRO to ensure a seamless handover/takeover.

Contract Data Sheet - Schedule 3

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Contract will commence on the date of acceptance to the Authority's Contract Award Offer 1st April 2025.</p> <p>The Contract will run for a period of 2 contractual years, expiring after this period unless the options years 3 and / or 4 are invoked by the Authority.</p> <p>All optional years against the Contract are agreed as irrevocable options, and the Authority will formally write to the Contractor no later than 3 months prior to the last year expiring, with a decision on whether the option year is taken.</p>
<p>Condition 4 – Governing Law</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>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:</p> <p>Not Applicable</p>
<p>Condition 7 – Authority's Representatives:</p> <p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Redacted</p> <p>Project Manager: Redacted</p>
<p>Condition 18 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address: Redacted</p> <p>Authority: Redacted</p> <p>Contractor: Redacted</p> <p>Notices can be sent by electronic mail?</p> <p>Yes</p>
<p>Condition 19a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings:</p> <p>Progress Meetings Details: The Contractor is to follow the requirements detailed in Appendix 8 as set out in the Statement of Requirements (Schedule 2)</p>
Condition 19b – Progress Reports:

<p>The Contractor is required to submit the following Reports:</p> <p>Progress Reports: To be issued in the Key Performance Indicator (KPI) Report Template which has been provided in Schedule 11</p> <p>Reports shall be Delivered to the following address:</p> <p style="text-align: center;">Redacted</p>
<p>Supply of Contractor Deliverables</p> <p>Condition 20 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>Yes</p> <p>A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)</p> <p>The Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within 60 Business Days of Contract Award.</p> <p>Other Quality Requirements:</p> <p>A Deliverable Quality Plan with additional Quality Assurance Information is required to also include AQAP 2110 and AQAP 2105.</p> <p>A Draft Quality Plan with Assurance Information should be delivered as part of your tender submission and uploaded to the Defence Sourcing Portal.</p>
<p>Condition 21 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements:</p> <p>Not Applicable.</p>
<p>Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:</p> <p>A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – Email Redacted</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p>

<p>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)</p> <p>to be Delivered by the following date: 1 month following contract award</p>
<p>Condition 26 – Certificate of Conformity:</p> <p>Is a Certificate of Conformity required for this Contract? No</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain? (delete as appropriate) No</p>
<p>Condition 28.b – Delivery by the Contractor:</p> <p>The following Line Items are to be Delivered by the Contractor:</p> <p>This contract is for services only and all deliverables are provided in the Statement of Requirements.</p>
<p>Condition 28.c - Collection by the Authority:</p> <p>The following Line Items are to be Collected by the Authority:</p> <p>This contract is for services and no collections are required by the Authority.</p>
<p>Condition 30 – Rejection:</p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified</p>
<p>Condition 32 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? No</p>
<p>Pricing and Payment</p>
<p>Condition 35 – Contract Price:</p> <p>Prices for years 1 and 2 shall be FIRM (not subject to variation).</p> <p>Prices for years 3 and 4 shall be Fixed and subject to the VOP calculation within the Contract terms.</p> <p>As detailed within the Pricing Matrix at Annex A to the Contract, pricing for the Authority's Requirement is split into Core and Non-Core Services. Core Services shall be provided in accordance with the Statement of Requirements at Schedule 2, using the expected throughput at Appendix 9 as a Firm service level baseline of what the Contractor must provide. If the expected throughput is not reached across the corresponding Contractual year, then the Contractor is strongly encouraged to use the Gain-share mechanism within the Contract terms. However, if the throughput at Appendix 9 is exceeded, then the Non-Core Services pricing at Annex A (Pricing Matrix) shall apply.</p>

The Non-Core Requirements are detailed within Pricing Matrix at Annex A to the ITT. These services will only be invoked / authorised on an as and when basis by the Authority's commercial office, and if transactions are above the expected service level details at Appendix 9 to the Statement of Requirements at Schedule 2.

Termination

Condition 33 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days

Other Addresses and Other Information (forms and publications addresses and official use information)

See Schedule 10 (DEFFORM 111)

[Contract Change Control - Schedule 4](#)

Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 710780452A

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

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
- 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).

Contractor's Sensitive Information – Schedule 5 (i.a.w. Condition 12) (DEFFORM 539A)

Contract No
Description of Contractors Sensitive Information Redacted
Cross Reference(s) to location of sensitive information Redacted
Explanation of Sensitivity Redacted
Details of potential harm from disclosure Redacted
Period of Confidence (if applicable) Information Redacted
Contact Details for Transparency/Freedom of Information matters: Redacted Name: Position: Address: Telephone Number: Email Address:

Hazardous Substances, Mixtures and Articles – Schedule 6 (DEFFORM 68)

Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied

under the Contract (i.a.w. Condition 24):

Data Requirements for Contract No: 710780452A

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

Contract No: **710780452A**

Contract Title: **UK NCB NATO Codification**

Contractor: []

Date of Contract: []

* 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 Communication attached in accordance with Condition 24.

Contractor's Signature: []

Name: []

Job Title: []

Date: []

* delete as appropriate

To be completed by the Authority

Domestic Management Code (DMC): []

NATO Stock Number: []

Contact Name: []

Contact Phone Number: []

Contact Address: []

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: Redacted

Timber & Wood – Schedule 7

Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 710780452A

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
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

Acceptance Procedure – Schedule 8

Acceptance Procedure (i.a.w. Condition 29) for Contract No: 710780452A

Not Applicable

Publishable Performance Information - Schedule 9

Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 710780452A

KPI Description *	Rating Thresholds	Frequency of Measurements	Quarter and Year*	Average for Reporting Period	Rating *	Comment *
Codification Entries - AINs	Good*: 95%	Monthly	Quarter			
	Approaching Target: 93%					
	Requires Improvement : <93%					
	Inadequate: <90%					
	Good*:					
	Approaching Target:					
	Requires Improvement :					
	Inadequate:					
	Approaching Target:					
	Requires Improvement :					
	Inadequate:					
Social Value KPI [to be agreed at contract award]	Good*:					
	Approaching Target:					
	Requires Improvement :					
	Inadequate:					
	Approaching Target:					
	Requires Improvement :					
	Inadequate:					

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

Please see the DEFFORM 539B Explanatory Notes for guidance on completing the KPI Data Report

Notification of Intellectual Property Rights (IPR) – Schedule 10 (DEFFORM 711)

Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 710780452A**PART A – Notification of IPR Restrictions**

1. ITT/Contract Number 710780452A				
2. ID#	3. Unique Technical Data Reference Number/Label	4. Unique Article(s)* Identification Number/Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
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.

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).

Key Performance Indicators (KPI) Report Template – Schedule 11
Monthly Reporting

MONTH	1	2	3	4	5	6	7	8	9	10	11	12
KPI 1 – Service Delivery Completion of Requested Codification Line Entries (where appropriate Source Data is available) within the specified delivery date.												
KPI 2 – Service Accuracy Service Completion Accuracy												
KPI 3 - Service Accuracy Service Completion Accuracy												
KPI 4 - Service Accuracy Completion Correction Performance												
KPI 5 – Standard of Codification Quality Performance												
KPI 6 – Approved Item Names												

Codification Entries - AINs												
KPI 7 – Screening Accuracy												
Screening Completion Accuracy												

Monthly KPI to be annotated GREEN/ YELLOW /AMBER/ RED per month as per Appendix 4, Schedule 2

Annual Reporting

Year	1	2	3	4
KPI 8 – Documentation				
Annual reviews				

Annual KPI to be annotated GREEN/ YELLOW/ AMBER/ RED per month as per Appendix 4, Schedule 2

Remediation Plan Template – Schedule 12

This Remediation Plan is to be used by the Supplier to outline the necessary remediation steps to improve any performance issues or any other area where a supplier has materially breached the contract or has been requested by the Authority.

Points 1- 4 to be completed by the Supplier ahead of Submission to the Authority

1. Background of Issues

*The Supplier is to use this table to give a **brief** overview of the issues causing the necessity of a Remediation Plan.*

2. Actions for Resolution

The Supplier is to provide a description of the measures being taken to resolve the issues listed above, and any further information that is relevant, please include milestone or completion dates for each action.

Issue	Remedial Actions	Completion Date	Action Owner

3. Intended Final Resolution Date

The Supplier is to detail their Firm Resolution Date. Please note for Remediation Plans associated to improving KPI & PI performance, Suppliers will be required to provide a date for when the required performance standard of Green will be achieved, however the Remediation Plan will not be considered complete unless the Supplier maintains a Green performance for 2 consecutive months following their firm resolution date.

4. Future Preventative Measures

The Supplier is to provide a list of ongoing measures will be taken to prevent any future issues arising.

Submitted by:	
Title:	
Date:	

Point 5 To be completed by the Authority:

5. Authority Comments to proposed Remediation Plan:**Authority Acceptance of Remediation Plan:**

Name	
Title	
Date	

6. *The following section is to be completed by the Supplier to assist with Remediation Progress Reviews or Meetings with the Authority.*

Action	Comments/ Progress	On Target for Completion

7. Remediation Plan Outcome

To be completed by the Authority following the Firm Resolution Date.

Authority Acceptance of Remediation Plan Completion:

Name	
Title	
Date	

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Redacted

Address Redacted

Email: Redacted

 Redacted**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to Redacted

 Redacted

2. For all other enquiries contact Redacted

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

Name: Redacted

Address Redacted

Email Redacted

**9. Consignment Instructions**

The items are to be consigned as follows:

This is a service contract – consignment instructions not applicable.

3. Packaging Design Authority

Organisation & point of contact:

Not Applicable

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

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM,** RedactedAir Freight CentreIMPORTS  RedactedEXPORTS  RedactedSurface Freight CentreIMPORTS  RedactedEXPORTS  Redacted

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

Branch/Name: Not Applicable

(b) U.I.N.

B. JSCS

JSCS Helpdesk No. Redacted

JSCS Fax No. Redacted

Users requiring an account to use the MOD Freight Collection Service should contact Redacted in the first instance.

5. Drawings/Specifications are available from

Redacted

11. The Invoice Paying Authority

Address Redacted ☎ Redacted

Fax: Redacted

Website is: Redacted

6. Intentionally Blank

12. Forms and Documentation are available through *:

Redacted

Applications via fax or email:

Redacted

7. Quality Assurance Representative:

Andrew Waite

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].

*** 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.

Deliverables – Schedule 14

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

Name	Description	Due	Responsible Party
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Contractor Organization
Obligation DEFCON 91 (Edn 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	Due 3 months before Contract Agreement Start Date	Contractor Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Contractor 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,		Contractor 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		Contractor Organization
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.		Contractor Organization
Obligation Condition 16.b - Notification of Concern due to Change of	advise the Contractor in writing of any concerns due to Change of Control		Contractor Organization

Control			
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	Contractor 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	Contractor 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	Contractor 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.		Contractor Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Contractor is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"		Contractor Organization
Obligation Condition 24.d - Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)	Due 0 day after Contract Agreement Start Date	Contractor Organization

Requirements			
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Contractor Organization
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		Contractor Organization
Obligation Condition 26.a - Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan		Contractor Organization
Obligation Condition 36.c - Payment	no later than 30 days from receipt of valid undisputed invoice		Contractor Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Contractor Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Contractor 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	Contractor Organization

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		Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Buyer Organization
Obligation Condition 33.a 33.i - Import Export Licence Information	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government		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.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract		Buyer Organization

TRANSFER REGULATIONS – Schedule 15

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 13 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 13 Part 1 unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR").

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of a Previous Contractor Employee;

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

"Previous Contractor" means Redacted

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

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

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

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

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

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

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 13 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors

under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

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

2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all

damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

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

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 13 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Performance Appraisal

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

1.3 **Superannuation and Pay**

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

1.4 **Medical**

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

1.5 **Disciplinary**

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

1.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;

- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.7 In this Schedule 13 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract.

1.8 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 13, Part 1, in this Schedule 13 Part 2 unless the context otherwise requires:

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

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

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

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

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

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

2. EMPLOYMENT

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

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

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination, or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule Part 2 relating to the employees who are wholly or mainly employed, assigned, or

engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination, or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule [X] (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

2.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 13 in respect of Subsequent Transferring Employees.

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by

employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 13 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 13 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Subsequent Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

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

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;

- (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
- (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
- (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred;

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

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

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs)

losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary, or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry, or termination of this Contract.

2.6 General

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

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

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 13, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned, or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly, or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 13 part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

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

1.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 **Information to be provided within 14 days following a Subsequent Transfer Date:**

1.7.1 Performance Appraisal

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

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

Pricing Matrix – Annex A

ANNEX A - PRICING MATRIX - NATO CODIFICATION OF MATERIEL

In accordance with schedule 2 of the Contract.	Firm Price (per annum) Price Ex VAT		Fixed Price (per annum) Option Years (VOP Calculation) Price Ex VAT		
	25/26	26/27	27/28	28/29	
Core Requirements					
Routine, urgent, and provisional codification work (Item 1, 1a, 1b, 2, 2a, 2b, 4, 4a,4b)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
File maintenance including post codification (Item 5, 5b, 5c, 6)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Screening and Reporting (Item 8)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
International codification (Item 14)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
SD imaging (Item 15)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Clerical Support (Item 11)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Technical Support (Item 11a)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Monthly Progress Meetings	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Quarterly Performance Reviews Meetings	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Annual Review of Performance Meeting	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Reports/Plans required for meetings/reviews/KPIs	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Yearly Total	Information Redacted	Information Redacted	Information Redacted	Information Redacted	

Monthly Fee Paid in arrears (Total/12)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	

	Firm Price (per Codification) Price Ex VAT		Fixed Price Option Years (VOP Calculation) (per codification) Price Ex VAT		
	25/26	26/27	27/28	28/29	
Non-Core Requirements					
Item 0 - Items returned to contractor for rework of errors. Nil Cost to Authority					
Item 1 – Routine codification	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 1a – Routine Codification	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 1b – Routine	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 2 – Urgent Codification	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 2a – Urgent Codification	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 2b – Urgent Codification	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 4 – Provisional Update	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 4a – Provisional Update	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 4b – Provisional Update	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 5 - IIG to FIIG Conversion	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 5b - General CSIS Update	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 5c - IIG to FIIG Conversion	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 6 - SMD Form(s)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 8 - Screening & Reporting	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 11 - Clerical Support (hourly Rate)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 11a – Technical Support (hourly rate)	Information Redacted	Information Redacted	Information Redacted	Information Redacted	
Item 14 - International Codification	Information Redacted	Information Redacted	Information Redacted	Information Redacted	

Item 15 - SD Imaging	Information Redacted	Information Redacted	Information Redacted	Information Redacted	