



Ministry
of Defence

Neena Sahauli
Commercial Manager

Defence Equipment and Support
Dismounted Close Combat Team
Lethality and Protect 2 – Gunnery
System and Munitions
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Email: Neena.Sahauli100@mod.gov.uk

Law Enforcement International
Ltd
P.O. Box 328,
St. Albans.
Herts AL4 0WA
U.K.

Your Reference:
712395451

Our Reference:
712395451

Date: 07/02/2025

Dear Greg,

Offer Of Contract for the Midlife Improvement/conversion of the UK Armed Forces in-service fleet of L129A1 Sharpshooter rifle to the L129A2 variant- PROJECT PIVOT

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, you will be contacted by the named Commercial Officer to provide this information as part of the Onboarding process to [Contracting, Purchasing and Finance \(CP&F\)](#).
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please advise in writing to **Neena.Sahauli100@mod.gov.uk**, whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent of the right-of-use by the Authority. The lease term¹ will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the [HM Treasury IFRS 16 Leases Application Guidance](#) for further information.
8. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **PROJECT PIVOT** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours Sincerely,
Nicholas Harris
Senior Commercial Officer

Project PIVOT (Midlife Improvement of L129A1 (Sharpshooter Rifle)
Reference Number: 712395451

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

For and on behalf of the LEI Ltd

Name, Title, and Company Position	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name and Title	Nicholas Harris Senior Commercial Manager Dismounted Close Combat Team
Signature	
Date	07/02/2025

¹ Lease term includes:

- a. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and
- b. periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option.



Ministry of Defence

Dismounted Close Combat (DCC)

Contract No: 712395451

For: PROJECT: PIVOT

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

And

Team Name and address:

Dismounted Close Combat Team
Lethality and Protect 2 – Gunnery System
and Munitions
MOD Abbey Wood
Bristol
BS34 8JH

E-mail Address:

Neena.Sahauli100@mod.gov.uk

Contractor Name and address:

Law Enforcement International Ltd
P.O. Box 328,
St. Albans.
Herts AL4 0WA
U.K.

E-mail Address:

Telephone Number:

Facsimile Number:

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General Conditions

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

- a. 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

- a. 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 set 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 that other jurisdictions may apply solely for the purpose of giving effect to this Condition 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:
 - (a) 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 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (b) Clause 40.b shall be amended to read:
 - a. "In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration.
 - b. 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."

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

5- Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 44 (and 45 - 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 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
 - (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

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

7- Authority Representatives

- a. Any reference to the Authority in respect of:
- (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.
- 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

- a. 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

- a. 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 clauses 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.

Publishable Performance Information

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

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- 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

- a. 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 in writing at the address given in clause 15.c.
 - (1) as soon as practicable of any intended, planned, or actual change in control of the Contractor and/or their First-Tier Sub-contractor; and
 - (2) Immediately on the Contractor being aware of any actual change of control of any Lower-Tier Sub-Contractor.
- b. The Contractor shall include in any such notification any concerns the Contractor may have with the change of control. Such concerns may include but are not limited to potential threats to national security and security of supply. 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.
- c. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood, Bristol, BS34 8JH
and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

- d. 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 to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to the Effective Date of Contract. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.
- e. To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly.
- f. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 15.g. shall apply.
- g. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) 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, including, but not limited to, taking into account the Contractor's own assessment of the change of control.
- h. Where the Authority terminates the Contract in accordance with clause 15.g, subject to clause 15.i, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 15.i.
- i. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment:
 - (1) is reasonable and properly chargeable;
 - (2) would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and
 - (3) is fully supported by documentary evidence.
- j. In the event that the Contractor fails to demonstrate any of the conditions set out at 15.i.(1)-(3), the Authority may reject such request for payment.
- k. 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.
- l. The Contractor shall include provisions equivalent to those set out in this Condition in all relevant sub-contracts.

16- Environmental Requirements

- a. 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.

Supply of Contractor Deliverables

20- Supply of Contractor Deliverables and Quality Assurance

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

21- Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in Schedule 3 (Contract Data Sheet).

- b. Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05132.
- c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
- a. Any marking method used shall not have a detrimental effect on the strength, serviceability, or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
- b. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- c. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall 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- Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
 - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall

(c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

 - (1) If the Contractor or their Subcontractor is the PDA they shall:

 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.
 - (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:

 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
 - (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
 - (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).

- h.** If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i.** In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

 - (1)** If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

 - (a)** Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b)** Each consignment package shall be marked with details as follows:

 - i.** name and address of consignor;
 - ii.** name and address of consignee (as stated in the Contract or order);
 - iii.** destination where it differs from the consignee's address, normally either:

 - (i)** delivery destination / address; or
 - (ii)** transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv.** the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

 - (i)** If aggregated packages are used, their consignment marking, and identification requirements are stated at clause 22.1.
 - (2)** If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

 - (a)** description of the Contractor Deliverable;
 - (b)** the full thirteen-digit NATO Stock Number (NSN);
 - (c)** the PPQ;
 - (d)** maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e)** the Contract and order number when applicable;
 - (f)** the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g)** shelf life of item where applicable;
 - (h)** for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i)** any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j)** any additional markings specified in the Contract.

- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
- (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and

(g) any statutory hazard markings and any handling markings.

- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport, and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>.
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases, or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given,

provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

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

a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. The Contractor shall provide to the Authority:

- (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
- (2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
- (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:

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- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
 - (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
 - (2) Emails to be sent to:
DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables

shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

- I. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
- (1) shall comply with the Contract Specification; and
 - (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation, and respect of legal, customary, and traditional tenure and use rights related to the forest;
 - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low-risk source, whether the Evidence

submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
 - (2) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).
 - j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).
 - k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).
 - l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at <https://www.forestryengland.uk/>) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan, the CofC shall be in English unless stated otherwise in the Contract. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery and the CofC will clearly detail the Articles (quantities, part numbers, batch numbers, NSNs etc) that are contained in a specific delivery.
- b. Each CofC shall be clearly identified as a conformity document and should include the wording "Certificate of Conformity" (or similar) in the title of the document to allow for easy identification.
- c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

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

27. Access to Contractor's Premises

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

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

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

29. 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.

30. Rejection and Counterfeit Material

Rejection:

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

- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
- (1) notify the Contractor in writing of its suspicion and reasons therefore;
 - (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
 - (4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2). (i) or the provision of a sample at 30.c.(2). (ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
 - (5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.
- d. Where the Authority has determined that the Contractor Deliverable, part, or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part, or consignment under 30.a and 30.b (Rejection) and provide written notification to the Contractor of the rejection.
- e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
- (1) retain any Counterfeit Materiel; and/or
 - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment; and such retention shall not constitute acceptance under Condition 29 (Acceptance).
- f. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:
- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
 - (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

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- g.** In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
- (1)** to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
 - (2)** to pass it to a relevant investigatory or regulatory authority;
 - (3)** to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or
 - (4)** to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor; and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).
- h.** Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.
- i.** The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.
- j.** The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
- k.** The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:
- (1)** in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
 - (2)** where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

- a.** The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b.** The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c.** The Authority reserves the right to cancel the Diversion Order.
- d.** If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

- a. Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor is required to import into or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK Licence is required, the Contractor is responsible for applying for and maintaining that Licence.
- b. Without prejudice to the HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance to obtain Licences from the UK or a foreign government for the performance of the Contract.
- c. The Contractor shall consult the Authority as soon as reasonably practicable if a Licence is required from a foreign government. Where the Contractor is the applicant for obtaining Licences, they shall ensure that when Restrictions apply to all or part of any Contractor Deliverables (which for the purposes of this Condition) shall also include information, technical data, software, and services) unless otherwise agreed with the Authority, they shall identify in the application:
 - (1) the end user as: The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereinafter "UK MOD"); and
 - (2) the end use as: For the Purposes of UK MOD; and
 - (3) include in the submission for the Licence a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- d. The Contractor shall take expeditious action to arrange the application for the foreign Licences required to import or export any Materiel not supplied by or on behalf of the Authority or perform any services for which a Licence is required by a foreign government; this includes, but is not limited to, compliance with the ITAR, EAR, FMS and any applicable UK-US agreements. The Contractor shall include the dependencies for the Licence application, grant, and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where a risk management plan is not required under the Contract the Contractor shall inform the Authority's representative accordingly.
- e. During the term of the Contract and for up to two years after Contract completion, the Authority may make a written request to the Contractor to seek a variation to the conditions of a foreign Licence to

enable the Authority to re-export or re-transfer a licenced or authorised Materiel from the UK and/or to a non-licenced third party. If the Authority makes such a request, it will consult the Contractor before making a determination on which party is best placed to seek a variation. Where the Contractor is best placed to seek a variation:

- (1) the Contractor shall, expeditiously file an application to seek a variation of the applicable Licence in accordance with the procedures of the foreign government or raise their objection to the request. Where the Contractor has an objection to the variation request, the Parties shall meet within 5 Business Days to resolve the issue; should they fail to do so, the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export or import control subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation, and other reasonable assistance necessary to support the application to seek a variation.
- f. Where the Authority determines that it is best placed to make such a request for variation, the Contractor shall provide sufficient information, certification, documentation, and other reasonable assistance necessary to support the Authority to make the application for the requested variation.
 - g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable price for this service based on the cost of providing it.
 - h. The Contractor shall use all reasonable endeavours to incorporate in each relevant Subcontract equivalent terms regarding foreign export and/or import controls 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 promptly report that fact and the circumstances to the Authority.
 - i. The Authority shall use reasonable endeavours to identify any Restrictions that apply to Materiel to be provided to the Contractor as Government Furnished Assets.
 - j. 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 is subject to Restrictions the Authority shall provide a completed DEFFORM 528 (and a copy of any applicable Licence, where available) to the Contractor as soon as reasonably practicable and no later than 30 days prior to the delivery of such Materiel to the Contractor. If the DEFFORM 528 provided is found to be inaccurate or incomplete the Authority shall deliver a new DEFFORM 528 as soon as reasonably practicable.
 - k. Where Restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clause 33.j or any of the information provided by the Authority in any DEFFORM 528 is inaccurate or incomplete the Parties shall promptly agree on the best course of action and implement it to mitigate the impact of the incomplete or inaccurate disclosure under the terms of Condition 6 (Formal Amendments to the Contract), or as may otherwise be provided by the Contract. If there is no alternative or appropriate mitigation available, the Authority may terminate the Contract in accordance with Condition 42 (Termination for Convenience), as appropriate and as referenced in the Contract. Providing the Contractor has taken such steps as are reasonable to mitigate the impact the Contractor shall be relieved of their obligation to perform those elements of the Contract affected by the Restrictions or provision of incorrect or incomplete information.
 - l. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to any foreign Licence including those that impose or will impose Restrictions. During the term of the Contract the Contractor shall inform the Authority of any foreign Licence and/or any Restrictions not already disclosed at the Effective Date of Contract or relevant amendment. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

- m. The Contractor shall notify the Authority of all, or any part of the Contractor Deliverables identified within clause 33. l, by submitting a DEFFORM 528 or other mutually agreed alternative format as soon as reasonably practicable and no less than 30 days prior to delivery of the Contractor Deliverables. Such notification shall include an update on the validity of all previous information submitted and shall include any Restrictions (not already disclosed to the Authority) notified to the Contractor by any of their Subcontractors, suppliers, or other third parties. The Contractor, within 10 Business Days (or such longer period as shall have been agreed in writing by the Parties) of such notification shall submit a proposal to the Authority outlining actions to mitigate the impact of such Restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal of or modification to the Restrictions, or to obtain appropriate authorisations from the relevant foreign government. The Authority shall inform the Contractor within 10 Business Days (or such longer period as shall have been agreed in writing by the Parties) of receipt of the proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with Condition 6 (Formal Amendments to the Contract) or as otherwise provided by the Contract to implement the proposal.
- n. If the Contractor is unable to perform their obligations under the Contract due to the Restrictions notified in accordance with clauses 33.l and 33.m and the Restrictions are not capable of being removed, modified, or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion amend the Contract in accordance with Condition 6 (Formal Amendments to the Contract) or as otherwise provided by the Contract or terminate the Contract. Except where clause 33.o applies, termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and those due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, shall 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 Condition 40 (Dispute Resolution). Providing the Contractor has taken such steps as are reasonable to mitigate the impact the Contractor shall be relieved of their obligation to perform those elements of the Contract directly affected by the Restrictions or provision of incorrect or incomplete information.
- o. Where the Contractor knew or ought reasonably to have known that the Contract Deliverables were subjected to the Restrictions notified in accordance with clauses 33.l and 33.m, either at the Effective Date of Contract or at the date of submission of the most recent previous DEFFORM 528 to the Authority in accordance with clause 33.m, and failed to notify the Authority or the information disclosed was inaccurate or incomplete, the termination of the Contract will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.n with respect to termination will not apply.
- p. For a period of up to 2 years from the completion of the Contract, and in response to a specific written request from the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any change to the Restrictions applicable to any Materiel provided under the Contract by issuing an updated DEFFORM 528 to the Authority.

34. 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 (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:
- (1) the Authority has made or makes an admission of any sort relevant to such question;
 - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
 - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
 - (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
 - (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document, or information for the purpose of performing the Contract; and
 - (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;
- (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 15 - including notification of any self-standing background Intellectual Property;
 - (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

35. Contract Price

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

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.

- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax and other Taxes.

- a. The Contract Price excludes any UK output Value Added Tax (VAT) chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling, they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for tax purposes. In that event, it is the Contractor's responsibility to ensure the Contract Price captures this tax.

- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar non-UK input taxes). However, these input taxes will be allowed where they were included in the Contract Price and it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
 - (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 38.b and 38.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 38.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 38.a.(1) and 38.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 38.a.(1) and 38.a.(2).
- d. The provisions of Condition 36 (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.

39. 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 39.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 39.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 39.b.(1) to 39.b.(4).

Termination

40. 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 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 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.

41. 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
 - (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:

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- (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 41.a.(9) to 41.a.(14) inclusive above.

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

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):
- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of

the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

- d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:
- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration, or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;

- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
- (a) in the possession of the Contractor at the date of termination; and
- (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
- (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 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.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
- (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 42.a to 42.e except that:
- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.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.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. 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 43.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.

44. Consequences of Termination

- a. 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.

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:

- a. DEFCON 16 (Edn 06/21) - Repair and Maintenance Information
- b. DEFCON 21 (Edn 06/21) - Retention of Records
- c. DEFCON 76 SC2 (Edn 11/22) - Contractor's Personnel at Government Establishments
- d. DEFCON 82 SC2 (Edn 06/21) - Special Procedures for Initial Spares
- e. DEFCON 90 (Edn 06/21) – Copyright
- f. DEFCON 117 SC2 (Edn 09/24) - Supply of Information for NATO Codification Purposes
- g. DEFCON 532B (Edn 12/22) - Protection of Personal Data
- h. DEFCON 540 SC2 (Edn 05/23) – Conflicts of Interest
- i. DEFCON 565 (Edn 12/24) - Supply Chain Resilience and Risk Awareness
- j. DEFCON 601 (Edn 04/14) - Redundant Materiel
- k. DEFCON 611 SC2 (Edn 12/22) - Issued Property
- l. DEFCON 624 SC2 (Edn 08/22) - Use of Asbestos
- m. DEFCON 637 (Edn 05/17) - Defect Investigation and Liability
- n. DEFCON 645 (Edn 12/21) - Export Potential
- o. DEFCON 649 SC2 (Edn 12/21) – Vesting
- p. DEFCON 658 SC2 (Edn 10/22) – Cyber
*Further to DEFCON 658 the Cyber Risk Profile of the Contract is **VERY LOW** as defined in Def Stan 05-138.*
- q. DEFCON 659A (Edn 02/24) - Security Measures
- r. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
- s. DEFCON 670 SC2 (Edn 11/17) - Tax Compliance
- t. DEFCON 675 (Edn 03/21) – Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)
- u. DEFCON 694 SC2 (Edn 07/21) - Accounting for Property of the Authority
- v. DEFCON 695 (Edn 02/15) – Contract Costs Statement (Non-qualifying contracts)
- w. DEFCON 812 (Edn 04/15) Single Source Open Book
- x. DEFCON 814 SC2 (Edn 11/17) Single Source Confidentiality of Open Book and Reporting Information
- y. DEFCON 815 (Edn 04/15) Contract Pricing Statement - Single Source Non-qualifying contracts

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

- a. Limitation of Contractor Liability- Please refer to Annex A of Terms and Conditions
- b. Additional Terms and Conditions- Please refer to Annex B of Terms and Conditions.
- c. UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS- Please refer to Annex C of Terms and Conditions

46. The processes that apply to the Contract are:

- a. Ad hoc Tasking Services
- b. Repair process.
- c. CP&F

Contract for 712395451 PROJECT PIVOT

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

**For and on behalf of the Company Name Law Enforcement
International Ltd:**

Name, Title and Company Position	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name and Title	
Signature	
Date	

ANNEX A- Limitation of Contractor's Liability

1. LIMITATIONS ON LIABILITY Definitions

- 1.1. In this Condition [1] 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 subcontractors 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;

"Service Credits" means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [cross refer to service credit regime in the contract];

"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.**

1.2. Neither Party limits its liability for:

- 1.2.1. death or personal injury caused by its negligence, or that of its employees, agents, or sub-contractors (as applicable);
- 1.2.2. fraud or fraudulent misrepresentation by it or its employees;
- 1.2.3. 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
- 1.2.4. any liability to the extent it cannot be limited or excluded by law.

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

- 1.3.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
 - 1.3.1.1. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 34 (Third Party IP – Rights and Restrictions);

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

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

1.3.3. breach by the Contractor of DEFCON **532B and Data Protection Legislation**;

1.3.4. breach by the Contractor of Conditions 41 c, d, e, and f; and

1.3.5. 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.

1.3.6. 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

- 1.4. Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:
- 1.4.1. [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:
 - 1.4.1.1. in respect of **DEFCON 76 Contractor's Personnel at Government Establishments; (SC2) REDACTED** in aggregate;
 - 1.4.1.2. in respect of **DEFCON 514 (Material Breach) - £ REDACTED** pounds in aggregate;
 - 1.4.1.3. in respect of **DEFCON 611- Issued Property (SC2) £ REDACTED** in aggregate; and
 - 1.4.1.4. in respect of **DEFCON 612 (Loss of or Damage to the Articles) £ REDACTED** in aggregate;
 - 1.4.2. 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
whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £ **REDACTED** in aggregate.
 - 1.4.3. 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.
- 1.5. 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.
- 1.6. Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- 1.7. 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:
 - 1.7.1. indirect loss or damage;
 - 1.7.2. special loss or damage;
 - 1.7.3. consequential loss or damage;
 - 1.7.4. loss of profits (whether direct or indirect);
 - 1.7.5. loss of turnover (whether direct or indirect);
 - 1.7.6. loss of business opportunities (whether direct or indirect); or
 - 1.7.7. 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.

- 1.8. 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:
 - 1.8.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - 1.8.1.1. to any third party;
 - 1.8.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - 1.8.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

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

 - 1.8.3. 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, reprocurement 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);

 - 1.8.4. 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;

- 1.8.5. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- 1.8.6. 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;
- 1.8.7. 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);
- 1.8.8. 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
- 1.8.9. 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

- 1.9. 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

- 1.10. 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:
 - 1.10.1. 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
 - 1.10.2. 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

- 1.11. 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.

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ADDITIONAL CONDITIONS APPLICABLE TO PROJECT: PIVOT: 712395451

1. IFRS16 (International Financial Regulation Standards)

- a. IFRS 16 is the new accounting standard for leased, mandated by HM treasury across all government departments, including the Ministry of Defence (MOD), with effect from 1st April 2022.
- b. The Contractor is to confirm if assets are explicitly or implicitly identified in the contract for use by the MOD or not. Where assets are identified, Contractor s are requested to provide in writing a list of assets, their location, and the extent of the control or right of use by the MOD.

2. FIREARM PROCUREMENT

- a. The Contract will be for the supply of firearms / firearms components to the Authority.
- b. While it is not incumbent on the Authority to inform Contractor s of their legal obligations under the Firearms Act 1968 (as amended by the Firearms Acts 1988 and 1992) nor to verify that these obligations are complied with, the Authority does require that the Contractor hold any licenses, registrations, permits or other authorities ('Permits') relating to [firearms / firearms components], necessary legally to carry out the requirements of the Contract.
- c. It shall be the responsibility of the Contractor to ensure that they hold any such permits and the submission of a tender for this Contract will be taken by the Authority to be a representation by the Contractor that they comply with this requirement.

3. CYBER SECURITY

- a. The Authority required the Contractor to maintain Cyber Essentials Certification in relation to this requirement for the duration of the contract in conjunction with DEFCON 658(Cyber) - DEFSTAN 05-138.

4. SAFETY

- a. The Contractor shall ensure that the Equipment is safe to operate and maintain and that the requirements stipulated in the contract for the safety of the Equipment are met in full.
- b. In performing the contract, the Contractor shall comply with his statutory duties and obligations relating to safety and shall be responsible for ensuring that none of the contract requirements cause him to be in breach of any statutory duty or obligation relating to safety.
- c. Following contract award, and during the life of contract if it appears that any specification or other contract conditions agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety, the Contractor shall immediately bring this to the Authority's attention.

5. FUTURE/ADDITIONAL PURCHASES

- a.** The contractor hereby grants to the Authority the following irrevocable option to procure additional Weapon, accessories and spares as detailed in Schedule 18 - Future/Additional Buys in accordance with Terms and Conditions set out in the contract, it being agreed that the Authority has no obligation to procure any Future Purchases.
- b.** Should the Authority decide to exercise any of these options then it will do so by servicing a purchase order through CP&F stating the quantity, delivery date and price using the information within Schedule 18 - Future/Additional Purchases applicable at the time the Purchase Order is raised which may be earlier pricing year than the date for delivery.
- c.** Schedule 18 - Future/Additional Purchases provides the Authority firm prices for 2 financial years and lead times for the quantities specified in the Schedule.
- d.** The contractor shall provide firm pricing for each pricing period as detailed in Schedule 18 - Future/Additional Purchases at 3 months before the start of each pricing period.
- e.** The number of times the Authority may exercise purchase options during the life of the contract in accordance with clause 5(b) is not limited.
- f.** For the avoidance of doubt
 - I.** The authority has no obligation to exercise the above options.
 - II.** The Authority shall not be liable for any advance commitment that the contractor may enter in the pursuance of the options referred to.

6. AD-HOC TASKING.

- a.** All Ad-Hoc tasks to be carried out under this contract will be authorised and conducted in accordance with this Condition and using Schedule 15 – Ad-Hoc Tasking Form.
- b.** In order to task the Contractor to undertake Ad-Hoc work, the Authority shall submit the Ad-Hoc Tasking Form utilising the Labour Rates contained in Schedule 16 – Labour Rates.

7. PRICING

- a.** All items specified in the Schedule of Requirements SOR (Schedule 2) are to be firm priced.
- b.** The firm price shall be valid for the two (financial) years and three months prior to the end of financial year the Contractor shall provide firm price for the next financial year.
- c.** Financial Year – 1st April till 31st March.

8. GOVERNMENT FURNISHED ASSETS

- a. Under the guidance laid down in Government furnished Assets, the Authority may need to provide the Contractor with GFE.
- b. Care and custody of Government Furnished Reference Equipment shall be carried out in accordance with:
 - I. DEFCON 601- Redundant Material,
 - II. DEFCON 611- Issued Property and
 - III. DEFCON 694- Accounting for the property of the Authority.

The standards and conditions provide an end-to-end view of the Authority's requirements for the management of GFA in industry.

- d. The Contractor shall be responsible for conducting regular inspections of all Equipment to ensure that it remains safe and serviceable while in their custody.
- e. The Contractor shall ensure that preventative and corrective maintenance of all Reference Equipment is completed in accordance with maintenance schedules detailed in the appropriate AESP or Contractors information.
- f. The Contractor shall provide all necessary specified lubricants, preservatives, and other consumable materials to maintain Equipment(s) supplied to a satisfactory standard.
- g. The Contractor shall notify the Authority of any spare parts that may be required for embodiment into Reference Equipment. At the Authority's discretion, these may be provided as free issue from Authority stock or supplied by the Contractor at the agreed MOD DSG spares supply contract price.
- h. All accident, misuse and neglect instances are to be agreed between the Authority and the Contractor on a case-by-case basis.

9. REPAIRS

a. SUPPLY OF ARTICLES AND PARTS FOR USE IN REPAIR

- I. All spares and replacement parts supplied by the Contractor shall be at least to the original equipment manufacturers current specification and are to be purchased from approved suppliers.
- II. Articles must not be removed from the premises to which they have been allocated without the prior approval of the Supply Chain Manager, except where it is necessary for the performance of sub-contracted work.

b. BUILDS AND SPECIFICATION STANDARD

- I. The Contractor shall carry out the work specified in the Schedule of Requirements SOR (Schedule 2) in accordance with the Terms and Conditions of the Contract.
- II. All Articles repaired shall be returned to the Authority configured in accordance with the Complete Equipment Schedule (CES) as contained

within the Equipment Breakdown Structure (EBS) at Schedule 12 and BOM at Schedule 14.

c. BEYOND ECONOMIC REPAIR (BER)

- I. The Contractor shall promptly submit to the Authority's Supply Chain Manager full details of any article considered Beyond Economic Repair. The Contractor shall then await further instructions from the Authority and if it is decided that the items should be repaired, the Contractor shall be authorised by the Authority accordingly.
- II. An article shall be BER if the costs of repair exceed 75% of its current purchase value.
- III. Should any article be found to be BER, the Authority shall confirm if the Article is to be returned complete to the depot or authorise its destruction.
- IV. Disposal costs will be in accordance with Schedule 17 - Repair Process and Price Menu.

d. REPAIR AND DELIVERY OF ITEMS

- I. The Authority requires the ability to maintain the **REDACTED** capability once it has entered service and encounters 'wear and tear' through general use. Correspondingly items that either break or become faulty need to be repaired as and when required. The Authority will achieve this through the Repair Service and by utilising the Repair process form attached as Schedule 17A.
- II. All Repair work to be carried out shall be authorised and conducted in accordance with this condition and Schedule 17 - Repair Process and Price Menu.
- III. Systems for repair shall be issued to the Contractor as Issued Property in accordance with DEFCON 611.
- IV. The Contractor will follow the repair procedures as laid out in Schedule 17 - Repair Process and Price Menu.
- V. All articles returned to the contractor shall undergo an initial inspection. The repair report shall take no longer than 14 days. All activity shall be included in the repair report, including the level of repair (high, medium, or low) in accordance with Schedule 17 - Repair Process and Price Menu. The Repair Report shall be used for the basis of claiming, in accordance with the prices in Schedule 17- Repair Process and Price Menu. The Contractor will seek written approval from the Supply Chain Manager to proceed with the repair.
- VI. Should the Authority provide instructions for disposal the Contractor shall endeavour to cannibalise items for use in future repairs. A record shall be kept of those items for tracking by the Authority.
- VII. Disposal costs will be in accordance with Schedule 17 - Repair Process and Price Menu.

VIII. The Contractor shall maintain records of the failure causes of returned items and in accordance with AQAP 2110 (NATO Quality Assurance Requirements for Design Development and Production) failure causes shall be evaluated for recurring defects. A Corrective Action Report will be provided to the MOD for recurring failures. If any defect proves to be common to the system design or manufacturing process, the Contractor shall modify all systems that have already been supplied to the Authority and all future systems to be supplied. Such modifications shall be at no cost to the Authority. Turn-around times for any modifications shall be agreed with the Authority.

e. TESTING

- I.** The Authority reserves the right to test all repaired Articles. All testing shall be in accordance with that by the relevant specification.

10. WARRANTY

a. GENERAL

- I.** The Parts and Labour Warranty shall guarantee each Article against failure under the terms stated below, for 12 (Twelve) months. The period of Warranty for each Article shall commence from the date on which the Article is issued from MOD Donnington to the User Unit or 12 (twelve) months after the Contractor 's delivery of the Article to MOD Donnington whichever is the sooner. This Warranty is given to the Authority or its authorised representative, hereinafter referred to as the Authority. The Warranty provides full parts and labour coverage for design, workmanship, or material failure of any part of the Article supplied as original equipment.
- II.** The Contractor undertakes that the Articles supplied against the Contract including all components supplied thereon by the Contractor as original equipment will be free from defect in design, materials and workmanship under normal use and service. The Contractor 's obligations under this Warranty being limited to repairing or replacing any component or assembly, which proves to be defective. The Warranty provides full parts and labour cover against failure of any part of the Article supplied as original equipment.

b. EXCLUSIONS:

- I.** This Warranty shall not apply in respect of damage caused by:
 - (i)** Any use or maintenance of the Article not in accordance with the instructions described in the Technical Manuals provided by the Contractor;
 - (ii)** Any use or maintenance of the Article performed by non-authorised personnel;
 - (iii)** War and peacekeeping operations resulting in battle damage;
 - (iv)** Operating the Article beyond the plated weight or authorised loading;
 - (v)** Misuse or neglect; and

(vi) Any alterations, modifications or attachments made to the Article without the Contractor's approval.

II. The Contractor shall not be liable under this Warranty to carry out:

(i) Normal maintenance services, adjustments and the replacement of service items including, but not limited to, oils, filters and lubricants made in connection with such services;

(ii) Repairs to remedy fair wear and tear to any component;

c. APPLICABLE COUNTRIES

I. The Parts and Labour Warranty applies worldwide.

d. REPLACED PART WARRANTY

I. Should any component fail within the warranty period as a result of manufacturing or material defect, the Contractor shall undertake, at no cost to the Authority, to repair or replace the component free of charge.

II. Any part replaced by the Contractor free of charge to the Authority under this Warranty, or any approved repairs, shall be guaranteed for the remaining warranty time, or 12 (twelve) months, whichever is the greater from the date that the replacement part is fitted in the Article.

III. The Contractor accepts under the terms of this Warranty that the Authority may replace parts by items that are not supplied by the Contractor that are a LEI approved design; however, the Contractor is solely responsible for the application design and will warrant that the parts are fit for use.

IV. Replaced parts, material and workmanship for parts not purchased through the Contractor are the sole responsibility of the Authority. The parts are common items that are to the same or equivalent technical specification as the original Contractor-supplied part and have been North Atlantic Treaty Organisation (NATO) codified as such.

e. MAINTENANCE

I. Where the Authority carries out routine maintenance or servicing, this will not invalidate the Warranty provided that maintenance procedures comply with the Technical Manuals provided by the Contractor.

f. WARRANTY LIABILITY

I. Liability under this Warranty is limited at the discretion of the Contractor to the replacement or repair free of charge of such parts that are judged to be defective under the terms of this Warranty provided:

(i) Such defects are repaired by the Contractor or by the Authority.

(ii) Articles have been stored in accordance with the Contractor's recommended maintenance procedures;

- (iii) All work is carried out in accordance with Technical Manuals provided by the Contractor and generally accepted engineering practices;
 - (iv) Only Contractor approved parts have been used to repair and maintain the Article, except where common items have been fitted that are the same or equivalent technical specification as the original Contractor -supplied part and have been NATO codified as such;
 - (v) Any identity plate numbers, marks, warning, or operating labels have not been altered, displaced, or removed unless with the Contractor's consent.
- II. The Contractor shall not be responsible for the quality of any work carried out in the Authority's workshop except the Contractor remains responsible for the quality of spares and the completeness of the Technical Manuals as supplied to the Authority.
- III. For warranty repairs carried out in the Authority's workshops replaced warranty parts become the property of the Contractor after a claim is accepted. Parts replaced by the Authority will be held for 90 (ninety) Business days for inspection by the Contractor, after which the Authority may dispose of these parts and the cost of such disposal will be charged to the Contractor.

g. LIABILITY EXCLUSIONS

- I. For the purposes of this Warranty, the following shall not be regarded as failures:
 - (i) Accidental damage;
 - (ii) Battle damage;
 - (iii) Damage caused by:
 - (a) User negligence;
 - (b) Misuse;
 - (c) Unsatisfactory repairs or maintenance alterations by the Authority;
 - (d) Applications outside the environment specified in the Systems Requirements Document (SRD) which change the performance or adversely affect the reliability of the Article;
 - (e) Neglect.

h. GENERAL PROVISIONS

- I. Any dispute hereunder shall be dealt with in accordance with DEFCON 530 (Dispute Resolution).

- II. This Warranty shall be governed by and construed in accordance with the laws of England.
- III. This Warranty shall be entirely without prejudice to the Authority's rights and remedies under the Contract or otherwise including (without limitation) rights and remedies relating to terms and conditions implied by law.

11. DELIVERY PROECSS FOR DELIVERIES TO LCS MANAGED DEPOTS

- a. The Contractor shall (or procure that any of its subcontractors shall) comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Contractor Manual (Version 2- LDOC/CMO/V2.0 dated 28 June 2019) issued by the Authority and published on the Authority's Knowledge in Defence (KID) System (as amended from time to time)(the "LCST Contractor Manual") in respect of all Articles/goods) which are:
 - I. Supplied by the Contractor or any of its subcontractors under this contract and
 - II. Which are rare to delivered to depots which are managed and/ or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No LCST/0001 "LCS(T) Managed Depots".

12. MODERN SLAVERY

- a. shall not use, nor allow its subcontractors to use, forced, bonded or involuntary prison labour.
- b. shall not require any Contractor employees or the employees of any subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice.
- c. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- d. warrants that to the best of its knowledge it is not currently under investigation, inquiry, or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- e. shall make reasonable enquiries to ensure that its officers, employees, and subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- f. shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its subcontractor's anti-slavery and human trafficking provisions.
- g. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract.

- h. shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business. *Guidance - a statement under Section 54 of the Modern Slavery Act 2015 would be sufficient for the required annual slavery and human trafficking report required by Clause (h).*
- i. Shall respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- j. shall not use, or allow its employees or subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractor.
- k. shall not use, or allow its sub-contractors to use, child or slave labour.
- l. shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its subcontractors to the Authority and Modern Slavery Helpline and relevant national or local law enforcement agencies.
- m. if the Contractor is in Default under the above Clauses (a) to (l) the Authority may by notice:
 - I. require the Contractor to remove from performance of the contract any subcontractor, Contractor employees or other persons associated with it whose acts or omissions have caused the default or
 - II. immediately terminate the contract.

13. INSURANCE

- a. The contractor must hold the minimum level of insurance required by law for the duration of the contract.
- b. In the United Kingdom the current statutory insurances are Employers Liability Insurance and Motor Third Party Liability Insurance.
- c. Where a Contractor seeks to limit their financial liability under Head of Loss DEFCON 76 – Contractor's Personnel at Government Establishments the contractor must confirm the existence of, scope and level of any relevant Public Liability insurance, Products Liability Insurance and / or Property Damage Insurance held by the contractor.
- d. Where the contractor intends to mitigate against the risks associated with the Heads of Loss, the contractor must provide details of any insurance provisions they intend to use.

14. NATO CODIFICATION

- a. Notwithstanding DEFCON 117(Supply of Information for NATO Codification Purposes) the Contractor is wholly responsible for the NATO codification processes in providing

the NATO Stock Numbers (NSNs) for the Line Items/Articles in the Schedule 2 - Schedule of Requirements (SOR) from the UK National Codification Bureau (UKNCB).

- b. In addition, the Contractor is to note that without an NSN, deliveries of any SOR Items will not be accepted to any location under this Contract and the Authority shall not be responsible for any delays that are incurred as a result.

15. INTEGRATED LOGISTICS SUPPORT (ILS)

- a. The Contractor is required to provide updated versions of all the ILS documentation provided in accordance with Schedule 2 – Schedule of Requirements on an annual basis where any information contained within the document previously provided has changed.
- b. All ILS will be conducted in accordance with the Statement of Work (SOW) at Schedule 11.
- c. Where no changes have occurred to the information within the document, an updated document is not required to be delivered to the Authority.
- d. All updates throughout the life of the contract are at Nil cost to the Authority.

16. CONFIGURATION CONTROL MANAGEMENT

- a. The Contractor shall manage Configuration Control in accordance with the SOW at Schedule 11.

17. RUSSIAN AND BELARUSIAN PRODUCTS

- a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - I. the Contractor Deliverables and / or Services contain any Russian / Belarussian products and / or services; or
 - II. the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarussian person or entity. Please note that this does not include companies:
 - (i) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement;
 - (ii) and / or which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- b. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and / or entities and shall provide all reasonable

assistance to the Authority to understand the nature, scope and impact of any such products, services and / or entities on the provision of the Contract Deliverables and / or Services.

- c. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and / or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
- d. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

18. SOCIAL VALUE

- a. The Contractor shall include three Social Value KPIs in Schedule 9 - KPIs in accordance with Schedule 30 – Social Value. – NOT APPLICABLE

19. SUSTAINABLE PROCUREMENT – LEGISLATIVE REQUIREMENTS

- a. The Contractor shall take all reasonable steps to procure the observance of the economic, social, and environmental legislation related to the subject matter of the execution of the contract by any servants, employees or agents of the Contractor and any sub-contractors engaged in the performance of the Contract.
- b. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and/or any sub-contractors engaged in the performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.
- c. Any convictions during the period of the Contract for criminal breaches of the economic, social, and environmental legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision, or control, shall be regarded as a Material Breach of this Contract.

20. INCENTIVISATION:

- a. **REDACTED**

Issued 15 April 2024

**UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY
CONDITIONS**

Document Redacted

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.
Assets Subject to Special Controls (ASSC)	Means a Contractor Deliverable which is: a. subject to the United States International Traffic In Arms Regulations (ITAR); b. subject to the 600 series of the United States Export Administration Regulations (EAR); or c. classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;
ASSC Indicator	means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>

Counterfeit Materiel	means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by: a. misleading marking of the materiel, labelling or packaging; b. misleading documentation; or c. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations;
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at 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 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity	means the quantity or measure by which an item of material is

(D of Q)	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: 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;
First-Tier Sub-Contractor	means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timberconsuming 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;
Licence	means, in relation to clause 33 only, import licence, export licence or other import or export related authorisation, agreement, exception or exemption, including (but not limited to) the export licences required by the United States under the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and Foreign Military Sales (FMS), or those required as a result of any applicable UK-US agreements;
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;
Lower-Tier Sub-Contractor	means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
Material	means, in relation to clause 33 only, information, technical data, and items, including all goods, components of goods and software;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
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 Schedules 915 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;
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 by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Restrictions	means, in relation to clause 33 only, end use or end user restrictions including (but not limited to) restrictions on transfers to third parties or disclosure to individuals based on their nationality, residency status and/or employment status;

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 (Schedule of Requirements), 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 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG 4329 means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

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

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

Timber and Wood-Derived Products means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Unique Item Identifier (UII)	means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: a. NATO Stock Number (NSN); b. NATO Commercial and Government Entity (NCAGE) code; c. ASSC Indicator, where applicable; d. serial number; and e. part number;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Schedule of Requirements (SoR)
Schedule 2 to Contract No. 712395451

Item Number	Description	NSN	Part Number	Packaging Requirements	Delivery Instruction	Consignee Address Code (full address is detailed in DEFFORM 96)	Delivery Completion Date	Quantity	Unit Firm Price (£ Ex VAT)	Total Firm Price (£ Ex VAT)
PIVOT CONVERSION KIT										
1	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
2	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
3	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
4	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
5	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
6	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
7	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
8	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
9	Redacted			In accordance with SoW	LEIDOS DONNINGTON	Upon Contract Award - By June 2025	Redacted		Contractor to Populate	Contractor to Populate
PROJECT DELIVERABLES										
10	Future Purchase Options for L129A2 Systems (In Accordance with Schedule 18)	As detailed on the Individual CP&F Purchasing Order using the Firm Prices and Lead times detailed at Schedule 18.						Contract Duration	Contractor to Populate	Contractor to Populate
11	Risk Register	N/A	N/A	In accordance with SOW and Schedule 21	See Box 2 of DEFFORM 111		On Contract Award	Contract Duration	Contractor to Populate	Contractor to Populate
12	Equipment Breakdown Structure (EBS)	N/A	N/A	Schedule 12	See Box 2 of DEFFORM 111		On ITN Return	1	Contractor to Populate	Contractor to Populate

13	Build of Materials for L129A2	N/A	N/A	In accordance with SoW	See Box 2 of DEFFORM 111	On ITN Return	1	Contractor to Populate	Contractor to Populate	
14	Safety and Environmental Documentation	N/A	N/A	In accordance with SoW	See Box 2 of DEFFORM 111	On Contract Award	1	Contractor to Populate	Contractor to Populate	
15	Initial Spares List	N/A	N/A	Schedule 19	See Box 2 of DEFFORM 111	On ITN Return	Contract Duration	Contractor to Populate	Contractor to Populate	
16	Quality Management System (QMS) Certification and Project Quality Management Plan (PQMP) (As defined in SoW)	N/A	N/A	In accordance with SoW	See Box 2 of DEFFORM 111	On ITN Return	1	Contractor to Populate	Contractor to Populate	
ILS DELIVERABLES										
17	NATO Codification Data	N/A	N/A	In accordance with SoW	See Box 2 of DEFFORM 111	On Contract Award	Contract Duration	Contractor to Populate	Contractor to Populate	
18	Logistical Demonstration (As defined in SoW)	N/A	N/A	In accordance with SoW		On Contract Award	1	Contractor to Populate	Contractor to Populate	
19	Supply Support Report (SSR)	N/A	N/A	In accordance with SoW		On Contract Award	1	Contractor to Populate	Contractor to Populate	
20	Configuration Items List (CIL)	N/A	N/A	In accordance with SoW		On Contract Award	Contract Duration	Contractor to Populate	Contractor to Populate	
21	Obsolescence Management Report (OMR)	N/A	N/A	In accordance with SoW		When Requested by the Authority	On Contract Award and then Yearly	Contractor to Populate	Contractor to Populate	
22	Train The Trainer (T3) maintainer Training Package	N/A	N/A	In accordance with SoW		No later than March 2025	1	Contractor to Populate	Contractor to Populate	
23	Training provided for the conversion kit application and conducted at unit level.	N/A	N/A	In accordance with SoW		No later than May 2025	1	Contractor to Populate	Contractor to Populate	
OTHER DELIVERABLES										
24	Repair Service (As defined in SoW)	N/A	N/A	In accordance with RTF Form	In accordance with RTF Form	In accordance with RTF Form	Contract duration	In accordance with RTF Form	In accordance with RTF Form	
25	Ad Hoc Tasking (AHT) (As defined in SoW)	N/A	N/A	In accordance with AHT Form	In accordance with AHT Form	In accordance with AHT Form	Contract duration	In accordance with AHT Form	In accordance with AHT Form	
26	Project Review Meetings (As defined in the SoW)	N/A	N/A	N/A	N/A	N/A	Frequency to be determined on Contract Award	Contractor to Populate	Contractor to Populate	
27	Delivery Report for Key Performance Indicators	N/A	N/A	In accordance with Schedule 9			Quarterly, as per Sch 9-KPI	Contract duration	Contractor to Populate	Contractor to Populate

28	An annual slavery and human trafficking report	N/A	N/A	In accordance with Terms and Conditions of the Contract	See Box 2 of DEFFORM 111		Contract duration	Contractor to Populate	Contractor to Populate
29	Cyber Essentials Certification	N/A	N/A	In accordance with Terms and Conditions of the Contract			Contract duration	Contractor to Populate	Contractor to Populate
								Full Firm Price GBP (Ex VAT)	£ -

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: Ten (10) years after Contract Award- 07/02/2035.
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> <input type="checkbox"/> 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:
Condition 7 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: Neena Sahauli Neena.Sahauli100@mod.gov.uk (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: Chanel.Ebanja100@mod.gov.uk (as per Annex A to Schedule 3 (DEFFORM 111))
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: DE&S, Dismounted Close Combat Team, Lethality and Protect 2 – Gunnery System and Munitions, MOD D Abbey Wood, #2048 NH4 FIR 1B Bristol BS34 8JH Contractor: Notices can be sent by electronic mail? YES (See DEFFORM 111 Box 1 and 2 for points of contact)
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: As per the Project Statement of Work (SCHEDULE 11) and Schedule of Requirements (Schedule 02)

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

As per the Project Statement of Work (SCHEDULE 11) and Schedule of Requirements (Schedule 02)

Reports shall be Delivered to the following address: ***See Box 2 of DEFFORM 11***

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)* No

Other Quality Assurance Requirements:

AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test. Certificate of Conformity shall be provided in accordance with DEFCON 627.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.

For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).

Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: ***N/A***

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

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:

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

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date: **TENDER RETURN**

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? **Yes**

Applicable to Line Items: **as per Schedule of Requirements (Schedule 02)** and **Schedule 18**

If required, does the Contractor Deliverables require traceability throughout the supply chain? **YES**
(tick as appropriate)

Applicable to Line Items: **as per Schedule of Requirements (Schedule 02)** and **Schedule 18**

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: **All lines items as per Schedule of Requirements (SOR 2) and Schedule 18.**

Special Delivery Instructions: **N/A**

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

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: **N/A**

Special Delivery Instructions: **N/A**

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

Consignor details (in accordance with Condition 28.c.(4)): **N/A**

Consignee details (in accordance with Condition 22): **N/A**

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is **thirty (30) days** unless otherwise specified here:

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? **NO**

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 Line Items shall be FIRM Price and stated in British Pounds (Sterling) excluding VAT for the duration of the contract.

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be **twenty (20) days** unless otherwise specified here

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

See Annex A to Schedule 3 (DEFFORM 111)

**Schedule 3
Annex A**

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer Name: Neena Sahauli Address: DE&S, Dismounted Close Combat Team Lethality and Protect 2 – Gunnery System and Munitions MOD Abbey Wood Bristol BS34 8JH Email: Neena.Sahauli100@mod.gov.uk	8. Public Accounting Authority 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name: Chanel Ebanja Address: DE&S, Dismounted Close Combat Team Lethality and Protect 2 – Gunnery System and Munitions MOD Abbey Wood Bristol BS34 8JH Email: Chanel.Ebanja100@mod.gov.uk	9. Consignment Instructions The items are to be consigned as follows: Request from the Project Manager as detailed in Box 2
3. Packaging Design Authority Organisation & point of contact: As Box 2 (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 , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. JSCS JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.
4. (a) Supply / Support Management Branch or Order Manager: Branch/Name: Tel No: As Box 2 (b) U.I.N.	11. The Invoice Paying Authority Ministry of Defence ☎ 0151-242-2000 DBS Finance Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement
5. Drawings/Specifications are available from N/A	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: LeidosFormsPublications@teamleidos.mod.uk
6. INTENTIONALLY BLANK	

7. Quality Assurance Representative:

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.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.

Schedule 4 - Contract Change Control Procedure (iaw. clause 6.d) for Contract No: 712395451

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 DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the 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 11.a 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).

DEFFORM 539A
Edn 01/22

Tenderer's Sensitive Information

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

ITT Ref No: **712395451**

Description of Tenderer's Sensitive Information:

Cost and Supply Chain Information

Cross Reference(s) to location of Sensitive Information in Tender:

C005 AND C018 and DEFFORM 815 – in addition, any other breakdown of pricing/costs in any other documents

Explanation of Sensitivity:

Commercially sensitive information

Details of potential harm resulting from disclosure:

LEI commercial interests could be compromised AND it is useful to competitors in gauging our pricing/bid structure to our detriment in other (MOD and non-MOD) tenders and bids.

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: Greg Felton

Position: Director

Address: P.O. Box 328, St. Albans, AL4 0WA

Telephone Number: **01727 826607**

Email Address: Lei@Lei.co.uk

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

Contract No: 712395451

Contract Title: PIVOT

Contractor: Law Enforcement International Ltd

Date of Contract:

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

~~* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Article 33 Communication attached in accordance with either:~~

DEFCON 68 ☐; or

Condition 9 of Standardised Contract 1A/B Conditions ☐.

Contractor's Signature: GREG FELTON

Name: GREG FELTON

Job Title: DIRECTOR

Date: 1 December 2024

* check box (☒) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

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

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

Ministry of Defence
Timber and Wood-Derived Products Supplied under the Contract –
Data Requirements

Contract No: 712395451

The following information is provided in respect of clause 10 of DEFCON 691:

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
		NOT APPLICABLE – NO TIMBER DERIVED PRODUCTS		

SYSTEM ACCEPTANCE (SA) PROCESS

The contractual deliverables required under the contract are detailed in the table below.

Document Deliverables:

For each document deliverable, the following information as a minimum must appear on the front cover: -

1. Document Title
2. Document Reference Number
3. Document Version Number
4. Name of the Contractor's representative.
5. Position of the Contractor's representative.
6. Signature of the Contractor's representative.
7. Date Signed by the Contractor's representative.
8. Name of the Authority's representative.
9. Position of the Authority's representative.
10. Signature of the Authority's representative.
11. Date Signed by the Authority's representative.

Any disclaimer placed on the document by the Contractor must ensure the Authority has the rights under the contract in accordance with DEFCON 90 Copyright to use the information for any Government purpose.

Until such time the Authority signs the document, it will be considered undelivered and not accepted by the Authority. Upon signature and date by the Authority's representative, the document shall be considered delivered and accepted by the Authority under the contract.

A copy of the document signed by both the Contractor and the Authority must then be sent to the Authority's Commercial Officer as detailed in DEFFORM 111 – Annex A to Schedule 3 of the contract.

Delivery of Equipment:

The process of System Acceptance (SA) enables the Authority to have confidence and where required provide documented evidence that the system is ready to be delivered and fielded to the User in order to meet the Equipment Delivery Date (EDD).

The SA process may also comprise key Contractor deliverables as detailed in the Schedule of Requirements (Schedule 2). This may include document deliverables associated with the MLI of the capability in which qualification testing is required to be proven and documented against the original Statement of

OFFICIAL-SENSITIVE COMMERCIAL

Requirement (Schedule 2).

Delivery of the equipment in accordance with System Acceptance outlined in Statement of Work (Schedule 11).

Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 712395451

ONLY APPLICABLE for all contracts over £5M (ex VAT)

Populated data represents suggested KPIs acceptable to the authority. Tenderers may alter or add KPIs as part of the tender submission.

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
This KPI measures performance of the contractor on progress made on orders placed but not yet delivered within the reporting period. It compares reported progress and forecasts to scheduled progress.	Good*: Ahead of schedule	Monthly (forecast of performance)				
	Approaching Target: Performing to plan, no delay forecast, delivery expected at contracted SOR delivery date.					
	Requires Improvement: Anticipated or actual delay of up to 90 calendar days beyond SOR delivery date.					
	Inadequate: Anticipated or actual delay of over to 90 calendar days beyond SOR delivery date.					
This KPI measures performance of the contractor on the delivery of orders delivered within the reporting period. It compares the actual deliver date to the delivery date contracted for	Good*: The aggregated total of days late for all goods deliveries within the period is 0 calendar days	As each SOR reaches its contracted delivery date (report of actual performance)				
	Approaching Target: The aggregated total of days late for all					

in the Statement of Requirement.	goods deliveries within the period is between 1 and 30 calendar days.					
	Requires Improvement: The aggregated total of days late for all goods deliveries within the period is between 31 and 90 calendar days.					
	Inadequate: The aggregated total of days late for all goods deliveries within the period is greater than 90 calendar days.					
Social Value - It should be noted that as the contract is a Single Source Contract, there is no mandatory requirement for Social Value to be included within the contract. The initiatives proposed by LEI are intended to demonstrate commitment as a responsible employer, but should not be reportable, nor should the non-achievement be grounds for corrective action or negatively impact future opportunities where Social Values are mandated.						
Tackling Economic Inequality Model Award Criteria: X.X	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Fighting Climate Change Model Award Criteria: X.X	Good*:					
	Approaching Target:					

	Requires Improvement:					
	Inadequate:					
Equal Opportunity Model Award Criteria: X.X	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Wellbeing Model Award Criteria: X.X	Good*:					
	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.

2.1.23 IPR

“Schedule 10 is not applicable”

(The design and rights to build the rifle and spares remain with the IPR holders (LEI & LMT). Other than that, no IPR is stated)



Ministry
of Defence



Solider Training Special Programmes (STSP)
Dismounted Close Combat (DCC)

STATEMENT OF WORK (SoW) FOR PIVOT PROJECT

Version: 1.2
Date: September 2024

THIS DOCUMENT IS THE PROPERTY OF
HIS BRITANNIC MAJESTY'S GOVERNMENT,
And is issued for the information of such persons only as need
to know its contents in the course of their duties.
Any person finding this document should hand it to a British
Forces unit or to a police station for its safe return to the
MINISTRY OF DEFENCE, D MOD SY, LONDON SW1 2HB,
With particulars of how and where found.

THE UNAUTHORISED RETENTION OR DESTRUCTION OF THE DOCUMENT IS AN
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Schedule 15 - Tasking Forms**AD HOC TASKING PROFORMA PART 1****REQUEST FOR QUOTATION**

To:

From:

DE&S Dismounted Close Combat
Team
Lethality and Protect 2 – Gunnery
System and Munitions
MOD Abbey Wood
Bristol
BS34 8JH

CONTRACT NUMBER:	TASK REFERENCE NO:
AUTHORITY'S PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

You are requested to provide a Time and Cost Quotation for the Task detailed below. This shall be submitted to the named authorisers of this form as stated below using Tasking Proforma Part 2.

TASK TITLE:	
TASK DESCRIPTION: (Include applicable DEFSTANs, AQAPs, ISO & Delivery Address/UIN)	
ITEMS TO BE ISSUED UNDER CONTRACT LOAN TERMS/GFE AND POPULATION OF DEFFORM 316: (if applicable)	

RISK REGISTER REQUIRED:	<input type="checkbox"/> YES <input type="checkbox"/> NO
UPDATED SAFETY CASE REQUIRED:	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECURITY CLASSIFICATION:	OFFICIAL
HANDLING INSTRUCTION:	Not to be shared outside MOD
IPR PROVISIONS TO APPLY:	
DEFFORM 711 required:	<input type="checkbox"/> YES <input type="checkbox"/> NO
DEFFORM 315 required:	<input type="checkbox"/> YES <input type="checkbox"/> NO
DEFFORM 177 required:	<input type="checkbox"/> YES <input type="checkbox"/> NO

OPERATIONS MANAGER AUTHORISATION	COMMERCIAL OFFICER AUTHORISATION
DATE:	DATE:

SIGNED:		SIGNED:	
NAME:		NAME:	

AD HOC TASKING PROFORMA PART 2**TIME/COST QUOTATION**

To:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH	From:	
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CONTRACT NUMBER:	TASK REFERENCE NO:
AUTHORITY'S PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED & TASK DESCRIPTION:

A time/cost quotation is provided below. On the basis of current programme planning the resources defined are available for the period shown in accordance with the task outline/description in Tasking Proforma Part 1 without conflict with existing commitments and your task can be undertaken.

PROPOSED START DATE:	
PROPOSED COMPLETION DATE:	

Direct Labour (FIRM labour rates exclusive of profit & overheads, to include a breakdown of grade(s) and hours (to be attached))	£
Materials/Subsistence (breakdown to be attached).	£
Bought Out Parts (breakdown to be attached).	£
Sub-Contracted Work (breakdown to be attached).	£
Materials Handling	£
General & Admin @	£
Overheads @	£
Profit @	£
Assumptions/Dependencies/Exclusions:	
Total FIRM Price	£
Exchange Rate Used (if applicable)	

SIGNED: (Director or nominee)	
NAME:	
DATE:	

AD HOC TASKING PROFORMA PART 3**CUSTOMER AUTHORISATION/CANCELLATION**

To:	From:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
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CONTRACT NUMBER:	TASK REFERENCE NO:
UIN:	BRIEF TASK DESCRIPTION:
AGREED PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

Following submission of Tasking Proforma Part 2, the Authority requests the following:

Please proceed with the work to the FIRM Price and completion date quoted in Tasking Proforma Part 2.	
Please provide a revised time/cost quotation on Tasking Proforma Part 2.	
Please take no further action on this Task.	
Please terminate all work on this Task and supply the cost of termination on Tasking Proforma Part 2.	

Is any GFE being issued to the Contractor with this Task	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has a GFE Loan Form been completed & sent to SCM	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

As the Operations Manager I am content that all the elements which make up the FIRM Price quotation submitted to the Authority by the Contractor within Tasking Proforma Part 2 for this particular task is commensurate with the work involved.

NAME:	NAME:
POSITION: Operations Manager.	POSITION: Commercial Officer.
SIGNED:	SIGNED:
DATE:	DATE:

NAME:	VALUE OF THIS TASK: £ (Ex-VAT)
POSITION: Cost Controller.	
SIGNED:	
DATE:	

Added to CP&F	
---------------	--

AD HOC TASKING PROFORMA PART 4

CERTIFICATION OF COMPLETION OF TASK

TASK TITLE:
CONTRACTOR'S DECLARATION (to be completed by the Contractor) DATE TASK COMPLETED on: Signed: Date: Name: Position: To be submitted with CP&F invoice
AUTHORITY'S PROJECT MANAGER'S CONFIRMATION OF COMPLETION I confirm that the task has been completed and meets the criteria for acceptance set out in this TAF. Signed: Date: Name: Position:

Document Redacted

Document Redacted

Firm Prices The Period 1st April 2024 to 31st March 2025

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Delivery Lead Time to the Authority (UK Location)	Denomination of Quantity	Currency	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)
1	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Ambidextrous Charging Slide	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
2	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Enhanced Trigger Guard	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
3	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Dual Ejector Bolt Assembly	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
4	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	New Euro 2-stage trigger mechanism	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
5	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Lower Receiver Assembly featuring mirrored Bolt Hold/Release Catches	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
6	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Extended M-LOK Upper Receiver Assembly	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
7	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Adjustable DMR Stock (LoP & Check Weld)	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
8	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	M-LOK QD Rail Sling Attachment	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
9	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	M-LOK to Picatinny Rail Adaptor	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
10	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	Sharpshooter L129A2	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer

Firm Prices The Period 1st April 2025 to 31st March 2026

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Delivery Lead Time to the Authority (UK Location)	Denomination of Quantity	Currency	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)
1	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
2	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer

Firm Prices The Period 1st April 2026 to 31st March 2027

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Delivery Lead Time to the Authority (UK Location)	Denomination of Quantity	Currency	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)
1	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
2	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer

Firm Prices The Period 1st April 2027 to 31st March 2028

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Delivery Lead Time to the Authority (UK Location)	Denomination of Quantity	Currency	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)
1	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
2	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer

Firm Prices The Period 1st April 2028 to 31st March 2029

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Delivery Lead Time to the Authority (UK Location)	Denomination of Quantity	Currency	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)
1	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
2	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer		To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer

[illegible][illegible]

[illegible]

Firm Prices The Period 1st April 2027 to 31st March 2028

[illegible]

Firm Prices The Period 1st April 2028 to 31st March 2029

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Delivery Lead Time to the Authority (UK Location)	Denomination of Quantity	Currency	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)	Banded Quantity	Firm Price Each (Ex VAT)
1	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
2	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
3	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
4	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
5	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
6	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
7	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
8	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
9	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
10	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer
11	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	To be completed by the tenderer	PPQ: 1 DofQ: EACH	GBP	1	To be completed by the tenderer	2-5	To be completed by the tenderer	6-10	To be completed by the tenderer	11-25	To be completed by the tenderer	26-50	To be completed by the tenderer

Spares Pack

Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Denomination of Quantity	Currency	Quantity	Firm Price Each (Ex VAT)	Total Firm Price Each (Ex VAT)
1					PPQ: 1 DofQ: EACH	GBP			
TOTAL									

Note: Tenderer to Insert additional rows or Delete unused rows

Certificate of Conformity			1. Contractor's Unique CoC Serial No.	
2. Contractor's Name and Address: Law Enforcement International Ltd P.O.Box 328, St. Albans. Herts AL4 0WA U.K.			3. Contract Number: 712395451	
			4. Contract Amendment Number:	
			5. Details of Approved Concessions:	
6. Acquirer Name and Address:			7. Deliver Address:	
8. Contract Item Number	9. Product Description and/or Part Number	10. Quantity	11. Shipment Document Numbers	12. Undelivered Quantity
13. Traceability Information reference DEFCON 627 (check the N/A box to indicate no traceability requirements)				
N/A <input type="checkbox"/> <ul style="list-style-type: none"> a) Sub-contract/order number: b) Specification/drawing number including issue: c) Identification marks and/or serial number(s): d) Material cast number: e) Batch and/or lot number: f) Test and/or inspection report(s): g) Incoming release note number/reference: 				
<ul style="list-style-type: none"> Other Remarks or Comments: (e.g. Cure Date. Shelf Life) 				
<ul style="list-style-type: none"> Contractor's Statement of Quality: It is certified that apart from the concessions noted in block #5 above, the products listed above conform in all respects to the contract requirements 				
Date:	Name and Post Title:		Signature:	

Risk Register

LEI to provide detailed Risk Register for the Procurement of Project PIVOT post contract award.

The Statement Relating To Good Standing

Contract Title: PIVOT

Contract Number: 712395451

Document Redacted

2.1.38 Parent company guarantee

Document Redacted

APPLICATION TO SUB-CONTRACT⁵ OR COLLABORATE WITH AN OVERSEAS⁶
CONTRACTOR ON WORK INVOLVING OFFICIAL-SENSITIVE⁷ AND ABOVE
CLASSIFIED INFORMATION (ALSO KNOWN AS F1686)

Request:

1	From: full name and address of contractor submitting application LAW ENFORCEMENT INTERNATIONAL LTD P.O.Box 328, St. Albans. Herts AL4 0WA Telephone no: 01727 826607 Email: Lei@Lei.co.uk
2	Full name and address of selected overseas sub-contractor where work will be undertaken Document Redacted
3	Maximum level of classified material to be released to or produced by the sub-contractor: OFFICIAL SENSITIVE
4	Description of work to be carried out: Document Redacted
5	Name of Project/Reference Number of prime contract: PIVOT
6	Full name of point of contact and address of United Kingdom Contracting Authority: GREG FELTON Telephone no: 01727 826607 Email: Lei@Lei.co.uk

Name: **GREG FELTON**

Position in company: **DIRECTOR**

Signature: (Greg FELTON)..... Date: **1 December 2024**

Response from Contracting Authority:

Approval is / is not granted⁸ to place the sub-contract detailed above. Further information is attached.⁹

Name:

Position/Title:

Signature: Date:

Contracting Authority Organisation:

In accordance with data protection legislation, the requesting Government authority will collect, use, protect and retain the information in this form in connection with all matters relating to our personnel administration and policies.

- ⁵ For sub-contracts with UK contractors on work requiring List X clearance to be initiated complete Annex A only
- ⁶ For sub-contracts/collaboration with an overseas contractor involving the release of OFFICIAL-SENSITIVE or above information complete and submit 1st page only.
- ⁷ For the MOD this requirement also applies to Reportable OFFICIAL information
- ⁸ Delete as appropriate
- ⁹ Delete if not applicable

A	From: full name and address of UK List X contractor submitting application Telephone no: Email:
B	Full name and address of selected UK sub- contractor
C	Full name and address of selected manufacturer (if different from B)
D	Registration no. of the company & VAT no.: Reg No: VAT No:
E	Names under which the company has previously traded (if applicable):

GUIDANCE FOR COMPLETION OF DEFFORM 528

For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.

For the purposes of this form **“Materiel”** means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).

For the purposes of this form **“Data”** means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape, or read-only memories.

For the purposes of this form **“Service”** means the intangible products such as training, technical support or provision of expertise.

For the purposes of this form **“Part Number”** means the part number of the Materiel that is being supplied under the Contract.

PAGE 1

1a - 1f Provide full correspondence name and address of the supplying organisation.

PAGE 2

SECTION 1

For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.

1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN), Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk).

SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations

2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or is based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so provide the USML Category Number. This information is covered under defense articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6), technical data (§120.10), software (120.45(f)) and defense services (§120.9). (Guidance is available on the US Directorate of Defense Trade Controls website at <http://www.pmdtdc.state.gov>).

For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in JSP 248 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.

2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so provide the Export Control Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories in the CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at <http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.

2h Details of the EAR Exceptions used.

SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations

3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

3b Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

SECTION 4 - Complete this section if the Materiel is subject to UK Trade Controls Regulations

4a Indicate whether the Materiel being supplied is derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software for Military use.

4b - 4c Indicate whether the Materiel is listed on the UK Munitions List (UKML) and provide the reference UKML Number .

4d 4e Indicate whether the Materiel being supplied is listed of the UK/EU Dual Use List and if so provide the reference Dual Use Number.

4f Indicate whether the Materiel or Service being supplied is listed as 'No Authorisation Required'.

SECTION 5 - Complete this section if there is an End-Use / End-User Certificate requirement

5a - 5c Indicate whether the Materiel being supplied requires an End-User Certification or Transfer Authority and if so (or being obtained) include copies to the extent available to you.

PAGE 2 - Cell reference descriptors

2a - Does the Materiel originate in USA or contain any US sourced article or technology or have any US Person content contribution, including software?

2b - USML Listed?

2c - USML Category Number:

2d - If answered Yes to 2a and 2b, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset):

2e - CCL Listed?

2f - CCL ECCN:

2g - If answered Yes to 2e is a export authorisation required to export the Materiel to the UK?

2h - Exceptions used:

3a - For Materiel not of UK or USA origin, is an export authorisation required to move the Materiel to the U.K. from the country of origin?

3b - If answered Yes to 3a, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset).

4a - Is the Materiel designed or modified for military use?

4b - UKML Listed?

4c - UKML category number:

4d - Is the Materiel UK/EU Dual Use Listed?

4e - UK/EU Dual Use Number:

4f - Is your product rated as "No authorisation Required"?

5a - For Materiel to be provided by a Contractor to MOD - Is an End-User Certificate required? If Yes MOD to provide.

5b - For Materiel to be provided by MOD to a Contractor - Is re-transfer authority required? If Yes MOD to obtain and the Contractor to provide all reasonable assistance (e.g. DSP-83, TAA).

5c - If answered Yes to 5a or 5b, please provide end-use certificate or re-transfer authority reference(s), confirmation it is held or the duration to obtain it and provide a copy of the authorisation held to the extent available to you (for each asset).

Import and
Export Control Information

Contract No.	712395451
1a: Supplier Name	
1b: Address	
1c: City/State	
1d: Post/Zip Code	
1e: Country	
1f: CAGE/NCAGE	

[illegible]

Declaration	
I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.	
Printed name	
Position or Job Title Held in Company / MOD	
Address	
E-Mail	
Telephone number	
Signed (Duly authorised person)	
Date of signature	

Please print off this Declaration Sheet and provide a signed copy with your Tender submission



Ministry
of Defence

Supply Chain Resilience and Risk Awareness Mapping Template

1. This DEFFORM is to facilitate supply chain information capture to inform the Authority's Supply Chain Resilience Intelligence Performance (SCRIPT) Tool.
2. This is the starting point for our investment into and understanding of the Defence Supply Chain and those Suppliers who contribute to the widest possible Defence Outputs. To achieve success, we need to assess the Supply Chain down including, where possible, the upstream domain of raw materials. Using a number of vulnerability and fragility metrics, we will conduct continuous analysis and maintain an oversight of all Suppliers in the enterprise to seek out and identify where potentially unforeseen risks may impact us all, the 'Whole Force' of Defence and Supplier.
3. **MANDATED SUBMISSIONS**
In accordance with DEFCON 565, Contractors are required to populate the following tabs of this spreadsheet:
 - a. Contractor
 - b. Tier_1_Subcon(s)
 - c. Tier_2_Subcon(s)
 - d. Amdt_-_Additional_Subcon(s) - upon changes to the supply chain
 - e. Amdt_-_Subcontractor_Removal - upon changes to the supply chain
4. **OPTIONAL PROVISION**
Submission of further data within these tiers is positively encouraged. The greater the provision of supply chain information, the more effective the tool shall be. It enables the Authority to look cross contract and understand the interwoven complexities that exist across the holistic defence supply chain.
 - a. Tier_3_Subcon(s)-Optional
 - b. Tier_4_Subcon(s)-Optional
5. Completed DEFFORM 565's should be returned to the SM&RT Team, FAO: SCM Lead at DES Comrcl-SMaRT (MULTIUSER) - DESComrcl-SMaRT@mod.uk
6. **It is critical that the commercial sensitivity of the supply chain information is not underestimated. Industry have agreed to provide this information solely for the use of supply chain mapping and it is to be used by MOD only. Contractors shall not be granted access to the tool, nor should they be given access to any of the outputs. This includes any manpower subs, delivery partners, agency staff or similar.**
7. You should contact your nominated commercial office in the first instance with any queries.

Contractor Details								Supplier Contact			Factory/Additional Premises Location #1			Factory/Additional Premises Location #2			Factory/Additional Premises Location #3		
Contract Number		<div></div>																	
Full Company Name	Company Registration Number	DUNS number	Address (location contract is to be performed)	Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Relevant Supply Chain Representative	Telephone number	Email	Town/City	Postcode	Country	Town/City	Postcode	Country	Town/City	Postcode	Country

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

[illegible]

[illegible]

[illegible]

[illegible]

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

Amdt - Additional Subcontractor(s)									Factory/Additional Premises Location #1			Factory/Additional Premises Location #2		
Full Company Name	Company Registration Number	DUNS number	Supplier to whom?	Address (location contract is to be performed)	Suppliers Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Town/City	Postcode	Country	Town/City	Postcode	Country

[illegible]

[illegible]

[illegible]

PROJECT: PIVOT

Cyber Security

Document Redacted

DE&S have included DEFCON 658 (SC2) ¹ as part of the ITT process. This DEFCON is intended to protect MOD Identifiable Information transferred during the life of the contract and sometimes post contract. MOD Identifiable Information is defined in DEFCON 658 (SC2) as “All Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure.”

Tenderers must complete a Supplier Assurance Questionnaire (SAQ) to demonstrate their compliance with the cyber security controls relating to the system that would process the bid or MOD material. Def Stan 05-138 (appendix 1) provides further advice and specific guidance on classifications. If the SAQ response is not accepted as sufficient by the online tool, then tenderers should show how they intend to achieve compliance by completing a Cyber Implementation Plan.

Suppliers intending to sub-contract part of a Ministry of Defence contract will also be required to complete a Risk Assessment for the sub-contract(s), and sub-contractors will be required to complete an SAQ in response to it.

You can find further information on Cyber Security by clicking [here](#) or by searching for DCPD on GOV.UK.

Please click this link to register with the online tool and complete your questionnaire:
<https://suppliercyberprotection.service.xgov.uk/>.

Alternatively, a copy of the appropriate SAQ, along with submission instructions is attached to this schedule as Annex B.

¹ Copy of DEFCON 658 (SC2) is attached as Annex A to this Schedule to the terms and conditions of this contract.

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Document Redacted

MINISTRY OF DEFENCE

DEFFORM 315 CONTRACT DATA REQUIREMENT

1. ITT/Contract Number	2. CDR Number	3. Data Category	4. Contract Delivery Date
712395451		Operation, Maintenance, Repair, and Replacement Information	As specified in Schedule 2 - the Schedule of Requirements
5. Equipment/Subsystem Description		6. General Description of Data Deliverable	
All Contract Articles		<p>Technical Information Data Pack (Integrated Logistics and Support (ILS)) containing the information specified under the Technical Information definition within DEF-STAN 00-600 including (but not limited to):</p> <p>Operating Instructions;</p> <ul style="list-style-type: none"> • Inspection Procedures; • Level 1, 2, 3, and 4 Repair and Maintenance Procedures; • Fault and Repair Records and Log Cards; • Part Numbers, NATO Stock Numbers (NSNs) and CAGE codes; and • Repair and Maintenance turn-around time records. <p>The Technical Information Data Pack shall be of sufficient detail and quality to enable the Authority to (either by itself or, or by a third party on its behalf) safely: integrate, operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life.</p>	
7. Purpose for which data is required		8. Intellectual Property Rights	
The Data Deliverable may be used for the purposes included in DEFCON 16 clauses 4a, 4b, 4c, 4d, and 4e		<p>a. Applicable DEFCONs</p> <p>DEFCON 16 Edn 06/21 DEFCON 21 Edn 06/21</p> <p>b. Special IP Conditions</p> <p>None</p>	
9. Update/Further Submission Requirements			
Updates to be delivered within thirty (30) working days of an agreed amendment unless otherwise agreed in the Contract.			
10. Medium of Delivery		11. Number of Copies	
Electronic (format .docx)		1	



Emilia Boduch
DES LE STSP DCC STA PM

07790880376



Emilia.boduch101@mod.gov.uk



Defence Equipment & Support
Cedar 2B,
MOD Abbey Wood
Bristol, BS34 8JH



Our Reference: PIVOT-SAL
Date: 30/10/2024

Document Redacted

PROJECT PIVOT– CONTRACT SECURITY ASPECTS LETTER (SAL)

On behalf of the Secretary of State for Defence, and in accordance with JSP 440, I hereby give notice that the following aspects of the PIVOT Project are designated with the stated security classifications as constrained under the Official Secret Act 1989.

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