



**International Guns, Missiles & Rockets (IGMR) DT
Contract No. 712018450 for the Supply of Technical Services
Relating to Ordnance Proofing**

MOD Terms and Conditions for Less Complex Requirements**1. Definitions - in the Contract:**

Articles means, in relation to Clause 9 and Schedule 3 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;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in 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;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Fixed Price means a price excluding Value Added Tax (VAT) which is subject to variation;

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;

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;

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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

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

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

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 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in Schedule 4, being 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;

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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this 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 Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2. General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions: including those covered under Annex B of the Security Aspects Letter
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out

therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3. Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4. Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5. Transparency

- a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency 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 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 in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency 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.
- c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. 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 FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
 - (2) taking into account the Sensitive Information set out in Schedule 4, 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.

6. 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 the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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.

7. Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. 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

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, 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 5 (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;
- e. 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 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8. Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

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

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
 - (2) 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);
 - (3) 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
 - (4) 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 supplier, 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 9.b above:
 - (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 Schedule 3; 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. 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.
- e. 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 on DEFFORM 68 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. 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 Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (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 18.
- h. 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.

10. Delivery / Collection

- a. The Contract 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. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12. Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13. 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 DEFCON 609 (SC1) 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 13.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.

14. Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15. Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b 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 15a, 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 15b 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 15c 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 this 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.

16. 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 16.a the dispute shall be referred to arbitration and 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 it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17. Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or 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;
 - (3) has entered 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 it or on its behalf, or to its 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.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18. Material Breach

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. Where the Authority has terminated the Contract under Clause 18 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.

19. Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20. Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to **REDACTED**.
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:

- (a) any liquidated damages (to the extent expressly provided for under this Contract);
- (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21. The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 90 (Edn 06/21) – Copyright.

DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form.

DEFCON 503 SC1 (Edn 06/22) – Formal Amendments to the Contract.

DEFCON 531 SC1 (Edn 09/21) – Disclosure of Information.

DEFCON 532A SC1 (Edn 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority).

DEFCON 538 (Edn 06/02) – Severability.

DEFCON 566 (Edn 04/24) – Change of Control of Contractor.

DEFCON 606 SC1 (Edn 06/21) – Change and Configuration Control Procedure.

DEFCON 608 (Edn 07/21) – Access and Facilities to be provided by the Contractor.

DEFCON 609 SC1 (Edn 08/18) – Contractor's Records.

DEFCON 611 SC1 (Edn 12/22) – Issued Property.

DEFCON 620 SC1 (Edn 06/22) – Contract Change Control Procedure.

DEFCON 656A (Edn 08/16) – Termination for Convenience – Under £5M.

DEFCON 658 (Edn 10/22) – Cyber. *The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Low (Ref: RAR-240522A08).*

DEFCON 659A (Edn 02/24) – Security Measures.

DEFCON 694 SC1 (Edn 07/21) – Accounting For Property Of The Authority.

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

a. Contract Pricing

- (1) Work carried out under Schedule 2 (Schedule of Requirements) shall be subject to the Firm / Fixed Prices agreed at Schedule 7 (Pricing Matrix). For the avoidance of doubt, the first three (3) years of the Contract are Firm Prices, while the remaining two (2) years of the Contract are Fixed Price with a Variation of Price (VOP) formula at Condition 22(b) (Variation of Price).
- (2) Payment shall be on completion of each separate Task and submission of the deliverables by the Contractor.

b. Variation of Price

- (1) The prices stated in Schedule 7 (Pricing Matrix) are Fixed at Q2 2024 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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

Where:

V represents the variation of price.

P represents the Fixed Price as stated in Schedule 7 (Pricing Matrix).

O represents the index: SPPI Index Output Domestic – M Professional, Scientific and Technical Services 2015=100.

O₀ represents the 12-month average OUTPUT Price Index figure for the base period Q4 2023 to Q3 2024.

O_i represents the 12-month average OUTPUT Price Index figure for the latest published 12-month period prior to the relevant indexation date. For the avoidance of doubt, the relevant indexation dates are listed in Table 1.

a represents the Non- Variable Element (NVE): 0.1.

b represents the Variable Element: 0.9.

$$a+b = 1.$$

Fixed Price Period	ONS Data Version	Quarter to use for O _i
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

Table 1: Indexation Dates

- (2) The Index referred above shall be taken from the following Tables: OUTPUT Price Index – ONS Publication – Services Producer Price Inflation Time Series (SPPI).

- (3) Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- (4) In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- (5) In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 22(d)(4) above) shall then be applied.
- (6) Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- (7) The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- (8) Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
- (9) Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the requirements of this Condition have been met.

23. The processes that apply to this Contract are:

a. Shipping

- (1) Unless expressly agreed in writing and signed by both Parties, Articles shall be delivered Ex Works (INCOTERMS 2020) to the Contractor's premises, whereupon title and risk in the Articles shall pass to the Contractor.
- (2) Following completion of a Task, the Contractor shall notify the Authority of the Articles collection date. The Contractor shall provide, as a minimum, ten (10) Business Days' notice. The Articles shall be packaged to the same standard that it was issued in. All risk of damage to or loss or destruction of the Articles passes to the Authority upon collection.

b. Process for Orders:

- (1) Each Task will be confirmed by the Authority in writing (using the Tasking Form shown at Schedule 6 (Weapon Proof Tasking Form)) to the Contractor, clearly showing the task reference, number of Articles being supplied, and supporting data sheets.
- (2) Each Task shall be placed at the prices applicable for the period of performance of the work (i.e., when the Task is delivered) with appropriate lead-times. The schedule and completion dates for each Task will be provided by the Contractor in accordance with the relevant test.
- (3) The Contractor shall acknowledge and accept such valid Tasks from the Authority and respond to each Task within ten (10) Business Days.
- (4) All Authority supplied Articles and test material will be supplied in accordance with the relevant Task.
- (5) Each Task is to be supported with a signed Tasking Form from the Authority.

Contract 712018450 for the Supply of Technical Services Relating to Ordnance Proofing

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

For and on behalf of the Company Name Birmingham Proof House:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

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

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

Schedule 1 – Additional Definitions of Contract

NOT USED

Schedule 2 – Schedule of Requirements

MINISTRY OF DEFENCE		
Name and Address of Contractor The Birmingham Proof House Banbury Street Birmingham B5 5RH	Schedule of Requirements for Supply of Technical Services Relating to Ordnance Proofing	Contract No. 712018450
Work Package No.	Description	Total FIRM Price (£ excl. VAT)
1	Independent Ordnance Proof Testing at Licensed Facilities in Support of Weapon Systems in accordance with Annex A to Schedule 2 (Statement of Work)	REDACTED

* The Authority shall pay a consideration of REDACTED on Contract Award to the Contractor to legally bind the Contract.

Annex A To Schedule 2 – Statement of Work for M134D Minigun & M60 Machine Gun Complete Weapon and Weapon Component Proof Testing

1. Background:

- a. The pressure bearing components of all guns are, under the Firearms Act 1968, required to be proofed to standards set by the International Proof Commission (CIP), which the Ministry of Defence (MOD) embodies through Def Stan 05-101.

2. Description of Tests:

- a. The Contractor shall conduct ordnance proof test of M134D Minigun (7.62mm calibre) and M60D Chinook Machine Gun (7.62mm calibre) to provide evidence for IGMR DT to confirm correct functioning, reliability and safety of the weapon systems.
- b. Proof testing shall be conducted in accordance with Def Stan 05-101 Part One and Part Two (November 2006).
- c. The IGMR DT Operations Manager (OM) shall advise the Contractor of test requirements.
- d. Ordnance and component delivery, start and completion dates shall be agreed with the Contractor at the time of Task placement to ensure sufficient resource availability.

3. Deliverables:

- a. On completion of a proof test, a Release Note and Proof Certificate shall be promptly issued to the IGMR DT OM on completion of each Task. The note shall detail the serial number for the ordnance or component tested.
- b. Proof mark engraving shall be applied to ordnance or components that are deemed to have been passed. The mark shall be adjacent to the US proof mark.
- c. If any ordnance or component fails proof testing, a report shall be issued to the IGMR DT OM on completion of the Task. The ordnance or component shall be quarantined and wait for instructions from the IGMR DT OM.

4. Contractor Responsibilities:

The Contractor shall be responsible for providing the following:

- a. Licenced facilities, equipment and manpower for safe and compliant proof testing to be conducted in accordance with Def Stan 05-101.
- b. Storage of Government Furnished Equipment (GFE) provided to meet the requirement.
- c. Proof testing results/ reports of individual guns and components are required by the IGMR DT OM.
- d. Supply of over service pressure ammunition to allow testing.

5. IGMR Responsibilities:

The IGMR DT shall be responsible for providing the following:

- a. All consumables and operating procedures for the weapon system being tested.
- b. Transportation to and from the Contractor's location.

6. Standard of Work:

- a. All Tasks shall be completed by the Contractor in accordance with the Statement of Work (SOW) to the sole satisfaction of the IGMR DT OM.

Schedule 3 – Contract Data Sheet

Contract Period	The Contract expiry date shall be five (5) years from Contract Award.
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail.</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: REDACTED</p> <p>Contractor: REDACTED</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>A Deliverable Quality Plan is not required for this Contract.</p> <p>Other Quality Assurance Requirements:</p> <ol style="list-style-type: none"> 1. BS-EN-ISO 9001. 2. Def Stan 00-56 Part 1 & 2 (October 2023) – Safety Management Requirements for Defence Systems. 3. Def Stan 05-99 Part 1 (July 2017) – Managing Government Furnished Assets in Industry. 4. Def Stan 05-101 Parts 1 & 2 (November 2006) Proof of Ordnance, Munitions, Armour, and Explosives.
Clause 9 – Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture and Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 9(b), and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial).</p> <p>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.</p> <p>Hard copies to be sent to:</p> <p style="padding-left: 40px;">Hazardous Stores Information System (HSIS) Spruce 2C, #1260, MOD Abbey Wood (South) Bristol BS34 8JH</p> <p>Emails to be sent to:</p> <p style="padding-left: 40px;">DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>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.</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be delivered and collected by the Authority.</p> <p>Special Instructions (including consignor address if different from Contractor's registered address): TBC in accordance with the Weapon Proof Tasking Form.</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements: TBC in accordance with the Weapon Proof Tasking Form.</p>
Clause 14 – Progress Meetings	The Contractor shall be required to attend the following meetings: N/A.
Clause 14 – Progress Reports	The Contractor is required to submit the following Reports: N/A.

Annex A to Schedule 3 – DEFFORM 111 Addressed and Other Information

1. Commercial Officer

Name: REDACTED

Address: MOD Abbey Wood (South), Bristol, BS34 8JH

Email: REDACTED

2. Project Manager, Equipment Support Manager or PT Leader

Name: REDACTED

Address: MOD Abbey Wood (South), Bristol, BS34 8JH

Email: REDACTED

3. Packaging Design Authority

Organisation & point of contact: please contact the Project Manager.

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

Branch/Name: please contact the Project Manager.

5. Drawings/Specifications are available from please contact the Project Manager.

6. Intentionally Blank

7. Quality Assurance Representative:

Please contact the Project Manager.

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

8. Public Accounting Authority

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).

For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (+44 (0) 161 233 5394).

9. Consignment Instructions

The items are to be consigned as follows: please contact the Project Manager.

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

A. DSCOM. DSCOM, MOD Abbey Wood, NH3 Cedar 3C #3351, Bristol, BS34 8JH.

Air Freight Centre: Imports/ Exports: (030 679 81113 / 81114).

Surface Freight Centre: Imports/ Exports (030 679 81129 / 81133 / 81138).

B. JSCS. JSCS Helpdesk No. 01869 256052 (select Option 2, then Option 3).

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

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL (0151 242 2000).

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

12. Forms and Documentation are available through*:

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

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

*NOTE

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

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

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

Schedule 4 – Contractor’s Sensitive Information (i.a.w. Clause 5)

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 publication of any information.

<p>Contract No:</p> <p>712018450</p>
<p>Description of Contractor’s Sensitive Information:</p> <p>Costing price breakdowns, test reports, ammunition loading data, marking techniques, and employee names & personal contact details.</p>
<p>Cross Reference(s) to location of Sensitive Information:</p> <p>Information provided in proposal.</p>
<p>Explanation of Sensitivity:</p> <p>Birmingham Proof House considers information provided within the proposal to be commercially sensitive about Birmingham Proof House’s service.</p>
<p>Details of potential harm resulting from disclosure:</p> <p>If released into the public domain, commercial sensitive information would allow competitors to gain access to information. Disclosure of the above listed information could cause economic loss and/or substantial harm to Birmingham Proof House.</p>
<p>Period of Confidence (if applicable):</p> <p>Duration of contract.</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: REDACTED</p> <p>Position: Proof Master</p> <p>Address: Birmingham Proof House, Banbury Street, Birmingham, B5 5RH</p> <p>Email Address: REDACTED</p>

Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions

PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number:</u>		712018450		
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	Not Applicable.			
2				
3				
4				
5				
6				
7				
8				
9				

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

Schedule 6 – Weapon Proof Tasking Form

Part 1 – Statement of Requirement (to be completed by IGMR DT)			
Task Title:			
Contract Reference:		IGMR DT Task No:	
Task Description:			
Proof Specification:			
Start Date:		Completion Date:	

Part 2 – Proposal (to be completed by Birmingham Proof House)		
Firm Price:		
Proposed Site:		
Exclusions:		
Approval:	(Signed)	
	Name: Birmingham Proof House	Date:

Part 3 – Authorisation to Proceed (to be completed by IGMR DT)		
The proposal has been reviewed and the effort and other direct costs quoted are deemed to be commensurate with the work to be carried out.		
Approval:	(Signed)	(Signed)
	Name: IGMR DT Project Manager	Name: IGMR DT Commercial Manager
	Date:	Date:

Part 4 – Completion of Task (to be completed by Birmingham Proof House and IGMR DT)		
Final:	(Signed)	(Signed)
	Name: Birmingham Proof House	Name: IGMR DT Project Manager
	Date:	

Schedule 7 – Pricing Matrix -

Work Package Description	MOQ	Firm Price (£) Year 1	Firm Price (£) Year 2	Firm Price (£) Year 3	Fixed Price (£) Year 4	Fixed Price (£) Year 5
M134D Complete Weapon System	1	REDACTED	REDACTED	REDACTED		
M134D Barrel	1	REDACTED	REDACTED	REDACTED		
M134D Rotor	1	REDACTED	REDACTED	REDACTED		
M134D Bolt Assembly (incl. Bolt Head) (set of 6)	1	REDACTED	REDACTED	REDACTED		
M60D Complete Weapon System	1	REDACTED	REDACTED	REDACTED		
M60D Barrel	1	REDACTED	REDACTED	REDACTED		
M60D Breach Bolt	1	REDACTED	REDACTED	REDACTED		

Schedule 8 – Government Furnished Assets

Line Number	NATO Stock Number (NSN)			Part Number	Description	Quantity	Contractor Asset Location	Loan Type	Required Supply Date	Indicative Return Period	Assets Subject to Special Control	Comments
	NSC	NC	IIN									