



Ministry  
of Defence



**MINISTRY OF DEFENCE,  
DEFENCE EQUIPMENT & SUPPORT**

**Contract Number:**  
TSSP/133

**Description:**  
CLS Contract for Warrior Training System (WTS)

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## 1. SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer [REDACTED-PERSONAL INFORMATION]	MINISTRY OF DEFENCE	Contract No. TSSP/133
	Schedule of Requirements for CLS Contract for Warrior Training Systems (WTS)	
Issued With DEFFORM 10	On 30/03/2021	Previous Contract No. TSSP/047

**Table 1 – Requirements**

Item Number	Description	Type of Price	Price All £(ex-VAT)
1	Contractor Logistics Support for WRGTT, WRPTT & WRDTT for Year 1 (01/04/2021 — 31/03/2022)	[REDACTED-COMMERCIALLY SENSITIVE]	[REDACTED-COMMERCIALLY SENSITIVE]
2	Contractor Logistics Support to AFCT for Year 1 (01/04/2021 — 31/03/2022)	[REDACTED-COMMERCIALLY SENSITIVE]	[REDACTED-COMMERCIALLY SENSITIVE]
3	Contractor Logistics Support for WRGTT, WRPTT & WRDTT for Year 2 (01/04/2022 — 31/03/2023)	[REDACTED-COMMERCIALLY SENSITIVE]	[REDACTED-COMMERCIALLY SENSITIVE]

**Table 2 – Options**

Item Number	Description	Type of Price	Price All £(ex-VAT)
4	Contractor Logistics Support to AFCT for Year 2 (01/04/2022 — 31/03/2023)	[REDACTED-COMMERCIALLY SENSITIVE]	[REDACTED-COMMERCIALLY SENSITIVE]

[REDACTED-COMMERCIALLY SENSITIVE]

5	Contractor Logistics Support for WRGTT, WRPTT & WRDTT for Year 3 (01/04/2023 — 31/03/2024)	[REDACTED- COMMERCIALLY SENSITIVE]	[REDACTED- COMMERCIALLY SENSITIVE]
6	Contractor Logistics Support for WRGTT, WRPTT & WRDTT for Year 4 (01/04/2024 — 31/03/2025)	[REDACTED- COMMERCIALLY SENSITIVE]	[REDACTED- COMMERCIALLY SENSITIVE]
7	Contractor Logistics Support for WRGTT, WRPTT & WRDTT for Year 5 (01/04/2025 — 31/03/2026)	[REDACTED- COMMERCIALLY SENSITIVE]	[REDACTED- COMMERCIALLY SENSITIVE]

## **2. GENERAL CONDITIONS**

DEFCON 68 (Edn. 02/19) – Supply of Data for Hazardous Articles, Materials and Substances

DEFCON 501 (Edn. 11/17) – Definitions and Interpretations

DEFCON 503 (Edn. 12/14) – Formal Amendments to Contract

DEFCON 514 (Edn. 08/15) – Material Breach

DEFCON 515 (Edn. 02/17) – Bankruptcy and Insolvency

DEFCON 516 (Edn. 04/12) – Equality

DEFCON 518 (Edn. 02/17) – Transfer

DEFCON 520 (Edn. 05/18) – Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn. 08/02) – Notices

DEFCON 527 (Edn. 09/97) – Waiver

DEFCON 528 (Edn. 07/17) – Import and Export Licenses

DEFCON 529 (Edn. 09/97) – Law (English)

DEFCON 530 (Edn. 12/14) – Dispute Resolution (English Law)

DEFCON 531 (Edn. 11/14) – Disclosure Of Information

DEFCON 532A (Edn. 04/20) – Protection of Personal Data

DEFCON 537 (Edn. 06/02) – Rights of Third Parties

DEFCON 538 (Edn. 06/02) – Severability

DEFCON 539 (Edn. 08/13) – Transparency

DEFCON 550 (Edn. 02/14) – Child labour and Employment Law

DEFCON 566 (Edn. 10/20) – Change of Control of Contractor

DEFCON 601 (Edn. 04/14) – Redundant Materiel

DEFCON 620 (Edn. 05/17) – Contractor Change Control Procedure

DEFCON 625 (Edn. 10/98) – Co-Operation On Expiry of Contract

DEFCON 654 (Edn. 10/98) – Government Reciprocal Audit Arrangements

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

- For the purposes of this Contract, the written notice period required for termination for convenience by the Authority will be at least thirty (30) business days.

DEFCON 697 (Edn. 07/13) – Contractors on Deployed Operations

### **2.1. DEFINITIONS AND INTERPRETATIONS**

Notwithstanding, and in addition to, the provisions contained in DEFCON 501 (Edn.11/17) (Definitions and Interpretations), the following expressions shall, in the Contract, have the meaning hereby respectively assigned to them, except where the context requires otherwise.

“**AFCT**” means Artillery Fire Control Trainer

**“Authority’s Commercial Manager”** means the post named in Box 1 of Schedule 15 to Contract (DEFFORM 111).

**“Authority’s Project Manager”** means the post named in Box 2 of Schedule 15 to Contract (DEFFORM 111).

**“Authority’s Representatives”** means the Authority’s officers, directors, employees, and advisers or agents.

**“Change Proposal”** means a proposed change to the Contract, managed in accordance with the process in DEFCON 620 - Contractor Change Control Procedure.

**“CIOS”** means Common Instructors Operating Station

**“Contract Award”** means the date in which the Contract is signed for the Warrior Training System (WTS).

**“Contract Effective Date”** means the date on which the offer of Contract has been accepted by the Contractor.

**“Contract Work Breakdown Structure”** decomposes the Contract work scope into smaller units and provides the basis for planning, budgeting, scheduling, cost accumulation, reporting (internal and external), and data summation on the Contract.

**“Contractor Commercially Sensitive Information”** shall mean the information listed in the Contractor Commercially Sensitive information at Schedule 11 (DEFFORM 539A) to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information.

**“Critical sub-contractor or critical sub-contractor”** means a sub-contractor that is key to the success of the project.

**“Interface Control Document(s)”** means the documents(s) issued to describe the interface between two sub-systems or systems within or external systems.

**“Narrative Conditions”** means the conditions set out in the Contract numbered 2 (two) through to 9 (nine).

**“Party”** means either the Contractor or the Authority.

**“Parties”** means the Contractor and the Authority.

**“Prime Contractor”** means the “Contractor”, who has responsibility for performance of the Contract.

**“Schedule of Requirements Item(s)”** means the item(s) listed in the Schedule of Requirements

**“SDT”** mean Simulation Development Tool

**“Statement of Work”** means the Contractor’s methodology for carrying out the work under this Contract.

**“Sub-contractor”** or **“sub-contractor”** means a sub-contractor of the Contractor of any tier.

**“Sub-contract”** or **“sub-contract”** means a sub-contract of any tier.

**“WRD TT”** means Warrior Desk Top Trainer

**“WRG TT”** means Warrior Gunnery Turret Trainer

**“WRPTT”** means Warrior Part Task Trainer



“WTS” means Warrior Training Systems

## **2.2. CONTRACTORS RESPONSIBILITY**

2.2.1. For the purposes of this Contract and the work to be performed thereunder, the Contractor shall be designated as the Prime Contractor, and shall accordingly be wholly responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as described in the Statement of Requirements.

2.2.2. The Contractor's responsibilities referred to in Condition 2.2.1 above shall apply equally to work carried out by Sub-Contractors in respect of the requirements of the Contract.

2.2.3. The Contractor shall ensure that the Terms and Conditions of this Contract are reflected in all Sub-Contracts at whatever level to the extent necessary to enable the Contractor to fully meet his obligations to the Authority under the Contract.

2.2.4. Notwithstanding any official approval of, or expression of satisfaction with any Drawings, Specifications, Schedules or any other relevant technical, administrative or other Documents or Data by the Authority, the Contractor shall be wholly responsible for the efficient and accurate functioning as required by the Contract of all Articles/Services supplied under it, and for ensuring that any design is wholly complete, accurate and meets the specifications of the Contract, such that Articles manufactured to such Design shall similarly meet the Technical Specifications and other requirements of the Contract.

## **2.3. DOCUMENTATION & PRECEDENCE**

2.3.1. The Contractor shall check all Authority supplied documentation and immediately notify the Authority of any discrepancy, inconsistency or error.

2.3.2. Should there be any conflict in the Contract documentation, the order of precedence stated shall be as follows:

- (1) Statement of Requirement (Schedule 1A) and all supporting documentation and appendices;
- (2) Statement of Work (Schedule 1B) and all supporting documentation and appendices;
- (3) The Terms & Conditions of this Contract and contained Schedule of Requirements (ScOR)
- (4) Any other documents referenced in the Contract.

2.3.3. In the event of any conflict in any document, or any conflict between documents with the same order of precedence, the Parties shall agree the proper construction of the documentation. Should the Parties be unable to agree a resolution to the conflict, the matter shall be referred to the dispute resolution procedure in Condition 2.6.

## **2.4. AMENDMENTS TO CONTRACT**

2.4.1. In addition to the terms of DEFCONs 503 (Formal Amendments to Contract). Only the Authority's Commercial Manager detailed at Box 1 of DEFFORM 111 (or his authorised representative) shall be authorised to vary the terms and conditions of the Contract, including specifications, standards of drawings which form part of the Contract.

## **2.5. SECURITY MEASURES (WITH SECURITY ASPECTS LETTER)**

2.5.1. For the purpose of DEFCON 659A (Security Measures), the “Secret Matter” of the Contract shall be as defined in the Authority’s Security Aspects Letter (SAL) Schedule 3 to the Contract, with which the Contractor is required to comply. Any changes in these classifications will be notified by the Authority with a formal amendment.

## **2.6. DISPUTE RESOLUTION**

2.6.1. The Parties agree to try and resolve any dispute arising under the Contract initially by discussion with the end user. A local ad hoc meeting may be convened for the purposes of attempting to resolve the dispute in the first instance.

2.6.2. In the event that the dispute remains unresolved, it shall be referred to Authority’s Project Manager (APM) detailed at Box 2 of DEFFORM 111 and Authority’s Commercial Manager (ACM) detailed at Box 1 of DEFFORM 111 for consideration. A meeting between the APM, the ACM and their counterparts in the Contractor’s organisation may be held for further clarification on the dispute.

2.6.3. In the event the dispute remains unresolved, it shall be referred to the Authority’s Senior Commercial Officer and Portfolio Lead. A meeting between the two and their counterparts in the Contractor’s organisation may be held for further clarification on the dispute.

2.6.4. If after the above referrals and any subsequent meetings with the Contractor as detailed in Clause 2.6.2 and 2.6.3 above, the dispute remains unresolved, the dispute shall be referred to a mutually acceptable independent third party for resolution in accordance with the provision of DEFCON 530. All costs associated with the appointment of a third party shall be shared equally between the Authority and the Contractor.

## **2.7. DEFAULT & TERMINATION**

2.7.1. In this Condition Contractor Default means:

- (1) Any failure by the Contractor to deliver the WTS Requirement within the timescales specified;
- (2) Any material breach other than a failure to deliver the WTS Requirement under the Contract;
- (3) Breach of the requirements of DEFCON 68 (Supply of Data for Hazardous Articles, Materials and Substances), DEFCON 515 (Bankruptcy and insolvency), DEFCON 518 (Transfer), DEFCON 520 (Corrupt Gifts), and DEFCON 660 (Official-Sensitive Security Requirements).

2.7.2. The Authority retains the right to issue a notice (“Rectification Notice”) to the Contractor that will detail any Contractor default in accordance with Clause 2.7.1.

2.7.3. If the Authority has elected for a notice in accordance with Clause 2.7.2. within 20 (twenty) business days (or such longer period as the Authority may specify) of the receipt of the notice, the Contractor shall make a rectification proposal to the satisfaction of the Authority which shall, as a minimum, specify:

- (1) The extent to which the Contractor proposes to rectify the Contractor Default;
- (2) Details of all measures the Contractor proposes to take to rectify the Contractor Default, and
- (3) The timescale within which the Contractor proposes to rectify the Contractor Default.

2.7.4. If the Authority receives the Contractor's rectification proposal under Clause 2.7.3 within 20 (twenty) business days (or such longer period as the Authority may specify) of the receipt by the Contractor of the notice, the Authority shall consider the proposal and may accept, reject or amend the proposal.

2.7.5. If the Authority accepts or amends the Contractor's rectification proposal under 2.7.4, the Contractor shall rectify the Contractor Default in accordance with the proposal as accepted, and the Contractor shall take such action without imposing any additional charge on the Authority.

2.7.6. The Authority shall have the right (but not the obligation) to terminate the contract by providing notice in writing, if:

- (1) The Contractor fails to make a rectification proposal in accordance with Clause 2.7.3 or fails to implement the rectification proposal under Clause 2.7.3 within the timescale and in the manner agreed in the rectification proposal, or
- (2) The Contractor does not take the remedial action as the Authority has specified in accordance with Sub-Clause 2.7.3.(3) or
- (3) The Authority and the Contractor cannot agree a mutually acceptable rectification proposal.

2.7.7. The termination of the Contract shall be without prejudice to the rights, obligations and liabilities of the Parties which have accrued or become due prior to the date of termination.

## **2.8. DURATION**

2.8.1. The Contract shall commence on 1st April 2021 and shall expire on 31st March 2023, unless it is terminated earlier in accordance with the provisions herein, or if any of the Option Years detailed in Condition 2.9 are enacted by the Authority.

## **2.9. EXERCISE OF OPTIONS**

2.9.1. The Authority shall have the unilateral irrevocable right to extend the Contract by three (3) twelve (12) month periods known as the 'Option Years'. These Option Years are detailed in the Schedule of Requirements. The Authority shall have the right to invoke these Option Years individually as three (3) individual twelve (12) month periods, as one collective thirty-six (36) month period, or any such combination of Option Year(s).

2.9.2. Should the Authority require to enact any combination of Option Year(s), then the Authority shall invoke the Option(s) in writing to the Contractor, no less than three (3) months before the expiry date of the Contract.

2.9.3. The Terms and Conditions of this Contract shall apply to any Option Year(s) that is taken up by the Authority and shall result in the extension of the duration of this contract.

2.9.4. The Authority shall not be obliged to exercise the Option Year(s).

## **2.10. CONTRACT CHANGE PROCEDURE**

2.10.1. This Condition describes the procedure to be used for implementing changes to the Contract.

2.10.2. Changes may include, but shall not be limited, to the following:

- (1) Changes to the Schedule of Requirements of the Contract;
- (2) Changes to the Statement of Requirements of the Contract.
- (3) Changes in Authority Policy

2.10.3. Changes to Contract requirements may be proposed by the Authority, or by the Contractor. For Contractor initiated changes the Contractor shall be responsible for the preparation and submission of a Change Proposal. For Authority initiated changes, the Authority shall submit in writing, details of the change required and the reason for the change.

2.10.4. For any change identified by either Party as an urgent change, both Parties shall use reasonable endeavours to meet and agree the urgent change as soon as reasonably practicable.

2.10.5. Any Change Proposal submitted by the Contractor shall contain sufficient information to enable the Authority to make a decision on whether or not to proceed on the proposed change.

2.10.6. Should the Contractor have insufficient information about the impact of the proposed change they may propose that the Authority allocate funds in order that the Contractor can undertake a study to investigate the potential impact of the proposed change.

2.10.7. Where a study is required, the Contractor shall not proceed until authority to proceed with the study has been provided by the Authority's Commercial Manager.

2.10.8. For proposed contractual changes, the Change Proposal submissions shall include a breakdown of all costs and other factors affected by the proposed change. These shall include, but not be limited to:

- (1) Programme Schedules;
- (2) Statements of Work;
- (3) Deliverables;
- (4) System Requirements;
- (5) Commonality;

2.10.9. The price shall not only include those cost changes directly relating to the change itself but also any consequential cost changes that may arise elsewhere under the Contract. The Authority shall not be liable for any consequential costs that were not identified prior to approval of the Change Proposal Form concerned.

2.10.10. Where a change has originated from the Authority, the Contractor shall provide in response a proposal in accordance with Condition 2.10.8. No preparation costs shall be allowable for a Contractor originated Change Proposal Form.

2.10.11. Any changes initiated by the Contractor which are necessary to ensure compliance with the requirements of the Contract shall be the liability of the Contractor.

2.10.12. The price submitted in the Change Proposal shall be supported by details of the rationale used to determine the proposed costs, including a detailed breakdown (embracing all levels of the supply chain). If required, the Contractor shall also provide the Authority with full visibility of the costs of any part of the original work to which the proposed change relates.

2.10.13. Work in connection with any proposed change shall not commence until the Authority's Commercial Manager (see Box 1 of DEFFORM 111) or his authorised representative formally offers the change as a contract amendment in accordance with the requirements of DEFCONs 503 (Formal Amendments to Contract) and Condition 2.4 (Amendments to Contract). Any work undertaken or costs incurred in advance of the acceptance of any Change Notice will be entirely at the Contractor's own risk. Once a proposed change has been agreed and a contract amendment to incorporate it has been accepted by the Contractor, then the Contractor shall implement the change in accordance with the duly amended terms and conditions of the Contract.

2.10.14. The Authority reserves the right to reject or not take forward any proposed change contained in a Change Proposal Form. In the case of rejection or non-adoption the Authority shall give the Contractor reasons for that rejection.

## **2.11. TASKING APPROVAL PROCESS**

2.11.1. Each Task shall be initiated and defined by the use of a Task Authorisation Form (TAF) as detailed at Schedule 4 to the Contract. These shall be recorded at Schedule 5 (TAF Log).

2.11.2. With the exception of an "Urgent" Task (which will be determined by the Authority), no work shall be undertaken on the proposed Task until the TAF has been authorised by the Authority and accepted by the Contractor.

2.11.3. Tasks may be proposed by either the Authority or the Contractor. The TAF sequential serial number allocated by the Authority shall identify tasks. The Contractor shall use this reference number, where known, in all communications with the Authority. The Contractor may allocate additional reference numbers for the convenience of their own internal systems. In the case of an urgent task as referred to at 2.11.2, the TAF shall be prefixed with "URGENT" denoting the urgency.

2.11.4. The TAF shall define a specific package of work to be undertaken in Part 1(a) with the deliverables and required delivery/completion date.

2.11.5. The Contractor shall submit a Firm Price quotation, in accordance with DEFCON 643 as appropriate, and a timescale/completion date, which shall remain achievable during the validity of the quotation.

2.11.6. When a Firm Price has been agreed, the Authority shall authorise the Task by the Offer of Amendment to the Contract. The Offer of Amendment shall reference the TAF reference number and title, completion date and Firm Price as a minimum.

2.11.7. Acceptance of the Offer of Amendment shall be confirmed on receipt of the signed DEFFORM 10B.

2.11.8. Milestone Payments – Exceptionally, where a task is of a high value (over £25k) and/or long duration (over 1 year) the Authority may consider the inclusion of a Milestone Payment Plan that shall be agreed against the specific Task. Milestone Payment(s) shall only be made against clearly defined milestones. The Contractor's proposed Milestone Payment(s) Plan must be submitted with the Firm Price quotation on the TAF for the Authority's agreement.

2.11.9. On completion of the Task, the Contractor shall complete and return the completion certificate to the Authority and submit their invoice for the Task.

## **2.12. SUSTAINABLE PROCUREMENT - BEST PRACTICE**

2.12.1. The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

## **2.13. SUSTAINABLE PROCUREMENT – LEGISLATIVE REQUIREMENTS**

2.13.1. 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.

2.13.2. 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.

2.13.3. 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. In such cases the Authority shall have the right to terminate the Contract in accordance with the provisions of DEFCON 514 (Edn.08/15) (Material Breach).

2.13.4. The Contractor shall take all reasonable steps to ensure that all activities under this Contract shall comply with certified environmental management standard. As such ISO14001:2015, or any such updated version or equivalent, accreditation must be maintained by the Contractor for the duration of the Contract.

## **2.14. CONTRACTORS ON DEPLOYED OPERATIONS (CONDO)**

2.14.1. Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 (Contractor On Deployed Operations) shall apply. DEFCON 697 (Contractor On Deployed Operations) shall become effective when such a task is included in the Contract.

2.14.2. Any additional costs for the requirement of a CONDO related task will be notified to the Authority by the Contractor at the time DEFCON 697 (Contractor On Deployed Operations) is applied and costs will only apply to that specific task.

## **2.15. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) TUPE**

2.15.1. The TUPE conditions relating to the provision of Employee Information at termination, partial termination or Contract expiry are specified at Schedule 18 to the Contract Terms and Conditions.

## **2.16. EXIT STRATEGY**

2.16.1. In the event that either the Authority or the Contractor notifies the other Party of its intention to terminate the Contract prematurely, hereinafter 'the Notification', or in accordance with Condition 2.7, DEFCON 514 (Material Breach), DEFCON 656A (Termination for Convenience – Under £5M), it shall be the responsibility of both Parties to ensure that appropriate management and all supply chain responsibilities transfer to the Authority (or the replacement contractor), in a practicable manner. The provisions of DEFCON 625 (Cooperation on expiry of Contract) shall apply, in addition to the specific requirements of this Condition.

2.16.2. On such "Notification", the Authority shall determine which Government Furnished Equipment, Government Furnished Facilities, Government Furnished Information and/or Government Furnished Resources it requires to be returned, in accordance with DEFCON 611 (Issued Property) and the timing and other requirements of such return. The Authority shall determine the contracting arrangements (if any) it intends to adopt with the Contractor for continuing support (if required).

2.16.3. Other than in circumstances where the Contract is determined under Condition 2.7 or DEFCON 514 (Material Breach), the Authority shall meet or reimburse the Contractor for such reasonable expenses that the termination of the Contract makes unavoidable, provided the Contractor can demonstrate that:

- (1) The expenses directly result from commitments made by the Contractor on behalf of the Authority and are directly related to fulfilling the contractual requirements of the Contract;
- (2) The Contractor has taken all immediate and reasonable steps to mitigate and minimise such expenses, or to re-sale or reallocate stock or resources as deemed appropriate;
- (3) The Contractor shall demonstrate to the satisfaction of the Authority that such expenses were necessary expenditure in order to continue performance under the Contract;
- (4) The Contractor shall provide all supporting evidence, as may be requested by the Authority.

2.16.4. At the time of termination, the Parties agree to enter into negotiations (at the earliest practicable opportunity), in order to manage the following:

- (1) Obligations under leases: including property and other plant and equipment leased to support the Contract;

- (2) Purchase of stock of materials: To include any parts bought specifically for the Contract and not otherwise paid for by the Authority (giving consideration to resale);
- (3) Loss of Profit: The Authority will contribute to loss of profit incurred by the Contractor under the Contract, provided the Contractor can demonstrate hardship due to such loss of profit;
- (4) Other costs: Other reasonable costs that the Contractor is obliged to pay, demonstrated to be incurred specifically to enable the Contractor to fulfil its obligations under the Contract.

2.16.5. In cases of contradiction, ambiguity or dispute between the provisions of this Condition and DEFCON 514 (Material Breach) and/or DEFCON 656A (Termination for Convenience – Under £5M), the DEFCONs shall take precedence.

## **2.17. CONFIDENTIALITY**

2.17.1. Notwithstanding any other term of this Contract, the Contractor shall ensure all information released to subcontractors and any third-parties for the performance of this Contract shall be in accordance with DEFCON 531 (Disclosure of Information). An endorsed confidentiality agreement (Schedule 13 to the Contract) will be submitted to the commercial representative of the Authority identified in Schedule 15 to this Contract (DEFFORM 111) before any information is transferred or released from the Contractor to sub-contractors and third-party suppliers.

## **3. SPECIFICATIONS, PLANS, ETC**

DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information

DEFCON 19 (Edn. 01/76) – Free User, Maintenance and Supply of Drawings

DEFCON 21 (Edn. 10/04) – Retention Of Records

DEFCON 129 (Edn. 07/19) – Packaging (For Articles Other Than Munitions)

DEFCON 129J (Edn. 18/11/16) – The Use Of Electronic Business Delivery Form

DEFCON 502 (Edn. 05/17) – Specifications Changes

DEFCON 602B (Edn. 12/06) – Quality Assurance (Without Deliverable Quality Plan)

DEFCON 608 (Edn. 10/14) – Access And Facilities To Be Provided By The Contractor

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

DEFCON 624 (Edn. 11/13) – Use Of Asbestos

DEFCON 627 (Edn. 12/10) – Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637 (Edn. 05/17) – Defects Investigation and Liability

DEFCON 644 (Edn. 07/18) – Marking Of Articles

DEFCON 645 (Edn. 07/99) – Export Potential

DEFCON 658 (Edn. 10/17) – Cyber

DEFCON 659A (Edn. 02/17) – Security Measures

DEFCON 660 (Edn. 12/15) – Official-Sensitive Security Requirements



### **3.1. QUALITY ASSURANCE REPRESENTATIVE**

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

## **4. PRICE**

DEFCON 643 (Edn. 12/14) – Price Fixing (Non-Qualifying Contracts)

DEFCON 653 (Edn. 12/14) – Pricing On Ascertained Costs

DEFCON 812 (Edn 04/15) – Single Source Open Book

DEFCON 814 (Edn 02/19) – Single Source Confidentiality of Open Book and Reporting Information

DEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contracts

### **4.1. PRICING OF ITEMS ON THE SCHEDULE OF REQUIREMENTS**

4.1.1. The prices for line items 1 to 4 as detailed in the Schedule of Requirements (ScOR) are [REDACTED-COMMERCIALLY SENSITIVE] .

4.1.2. The prices for line items 5 to 7 as detailed in the Schedule of Requirements are [REDACTED-COMMERCIALLY SENSITIVE] . Any changes required will be in accordance with condition 2.10 (Contract Change Procedure). These changes shall be agreed no less than six (6) months before expiry date of the Contract [REDACTED-COMMERCIALLY SENSITIVE]

4.1.3. The prices shall include all costs of the Contractor satisfying his obligations under these Items in accordance with the terms and conditions of the Contract. The prices are inclusive of all royalties, licences, and taxes (excluding Value Added Tax).

### **4.2. PRICING OF CHANGES TO THE REQUIREMENT**

4.2.1. Where a change in requirement as detailed in the Contract Change Procedure at Condition 2.10 necessitates an adjustment to an agreed price under the Contract, or a new price to be added to the Contract, the Contractor shall submit to the Authority within 10 (ten) business days (or such other period of time as agreed with the Authority) of the request the following information in support of the price quoted:

- (1) A Firm Price quotation, for the work required to be carried out under the proposed amendment. The quotation should provide to the Authority full visibility of the build-up of the price.
- (2) Information, which shall contain sufficient detail as to allow the Authority accurately to assess the extent to which the price quoted for the revised requirement is fair and reasonable.

4.2.2. Timely pricing of a proposed amendment is essential to the efficient execution of the Contract. The Contractor shall make all reasonable endeavours to supply information and negotiate within 30 days of the provision of the change by the Authority. The price within the Contractor's proposal shall be a fair and reasonable price, and the Contractor shall adopt a

**[REDACTED-COMMERCIALLY SENSITIVE]**

system of parallel working with the Authority (and his representatives) when preparing his quotation.

4.2.3. Unless otherwise agreed at Condition 4.2.4 below, no work under the proposed amendment shall commence until a price has been agreed.

4.2.4. Where, under exceptional circumstances, it is necessary for work to commence prior to an agreed price, the Authority may agree a maximum price limiting the Authority's Liability.

4.2.5. The Authority, may at its own discretion, use an independent contractor to aid with the assessment of pricing.

## **5. INTELLECTUAL PROPERTY RIGHTS**

DEFCON14 (Edn.09/20) – Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON15 (Edn.02/98) – Design Rights and Rights to Use Design Information

DEFCON90 (Edn.11/06) – Copyright

DEFCON91 (Edn.11/06) – Intellectual Property Rights In Software

DEFCON126 (Edn.11/06) – International Collaboration Clause

DEFCON632 (Edn.08/12) – Third Party Intellectual Property - Rights and Restrictions

DEFCON703 (Edn 08/13) – Intellectual Property Rights – Vesting in the Authority [this DEFCON applies to the CIOS elements of the Statement of Requirements (Schedule 1A to the Contract)]

### **5.1. PROCEDURE FOR MAKING DIRECT AGREEMENTS WITH SUB-CONTRACTORS**

5.1.1. The Contractor shall not place any sub-contract or order involving the design or development of equipment required under this contract without the prior approval of the Authority.

5.1.2. The Contractor shall not enter into any commitment in relation to the equipment specified at DEFFORM 177. as may be amended from time-to-time, until the sub-contractor has entered into an agreement with the Authority in the form set out at Annex F. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the sub-contractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the TSSP Project Manager and await further instructions before placing the sub-contract or order.

## **6. LOANS**

DEFCON 76 (Edn. 12/06) – Contractor's Personnel at Government Establishments

- The contractor's liability under Clause 4 of DEFCON 76 (Edn 12/06) shall be limited to [REDACTED-COMMERCIALLY SENSITIVE] in the aggregate for the duration of the Contract..

**[REDACTED-COMMERCIALLY SENSITIVE]**

DEFCON 611 (Edn. 02/16) – Issued Property

DEFCON 694 (Edn. 07/18) – Accounting For Property Of The Authority

## **7. DELIVERY**

DEFCON 5J (Edn.18/11/16) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON 507 (Edn. 10/18) – Delivery

DEFCON 524 (Edn. 02/20) – Rejection

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

DEFCON 525 (Edn. 10/98) – Acceptance

DEFCON 612 (Edn. 10/98) – Loss Of Or Damage To The Articles

DEFCON 621B (Edn. 10/04) – Transport

## **8. PAYMENTS**

DEFCON 513 (Edn. 11/16) – Value Added Tax

DEFCON 522 (Edn.11/17) – Payment and Recovery of Sums Due

DEFCON 534 (Edn.06/17) – Subcontracting and Prompt Payment

DEFCON 649 (Edn. 12/16) – Vesting

### **8.1. PAYMENT**

8.1.1. The Contractor shall be paid Quarterly in arrears as detailed in the Payment Plan at Schedule 2 to the Contract.

8.1.2. The Contractor shall have rendered, to the satisfaction of the Authority's Project Manager, complete performance of his contractual obligations in accordance with the Statement of Requirements and the Contract Terms and Conditions against which the claim is being sought, during the period to which the payment applies.

8.1.3. Claims for payment shall be submitted to the Authority via Contracting, Purchasing and Finance (CP&F) and will be authorised providing they have been completed

### **8.2. MILESTONE (INTERIM) PAYMENTS**

8.2.1. In the event that the Authority, subject to the following provisions of this Condition, agrees to make to the Contractor interim payments against the price(s) payable for items or services to be delivered under Schedule of Requirements, such agreement and any subsequent Milestone Payment Plan shall be detailed within the respective Task Authorisation Form (TAF) or Contract Amendment.

8.2.2. Upon agreement of the Milestone Payment Plan, which shall be at the sole discretion of the Authority, the Contractor shall be entitled to interim payments, to be claimed using the Contracting, Purchasing and Finance (CP&F) tool as implemented by the Authority for each milestone, when:

- (1) the Contractor has completed all work, to the satisfaction of the Authority, attributed to the milestone for which an interim payment is being sought;
- (2) all previous milestones have been completed to the satisfaction of the Authority, unless the parties expressly agree otherwise in writing; and
- (3) the Contractor shall have complied with all its contractual obligations which enable the Authority to monitor the Contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.

8.2.3. Notwithstanding the above, the Authority shall not be obliged to make a milestone payment to the Contractor if it has reasonable cause to believe that the Contractor will be unlikely to render complete performance of its obligations in respect of the complete requirement for which the Milestone Payment Plan has been agreed.

8.2.4. Where the Authority intends to rely on clause 8.2.3 above as the basis for rejecting any claim for a milestone payment which the Contractor may make, the Authority shall give to the Contractor notice in writing of its intention together with the Authority's reasons for the rejection.

8.2.5. The Authority shall, without prejudice to any other right / remedy of either party, be entitled to recover, in full, all milestone payments made under the Contract where:

- (1) the Task Approval Form or Contract Amendment under which items or services are to be provided, is terminated otherwise than in accordance with DEFCON 656A (Termination for Convenience – Under £5M), or expires by reason of passing of time; and
- (2) the Contractor has failed to complete performance of Items as contracted for under the respective Task Approval Form or Contract Amendment.

8.2.6. In the event of repayment to the Authority under the provisions of this clause then all that which vested in the Authority under the provisions of DEFCON 649 (Vesting) and which is related to Items or Services procured under the respective Task Approval Form or Contract Amendment shall re-vest in and become the absolute property of the Contractor.

8.2.7. Payment of an interim payment by the Authority under this clause shall not, unless expressly stated to do so, constitute:

- (1) acceptance by the Authority of any contractual deliverable;
- (2) a representation by the Authority that the Contractor has complied with any contractual obligations; or
- (3) a waiver of the Authority's right to subsequently claim that the conditions for payment of that interim payment were not satisfied.

## **9. CONTRACT ADMINISTRATION**

DEFCON 604 (Edn. 06/14) – Progress Reports

DEFCON 642 (Edn. 06/14) – Progress Meetings

Note: The Contractor shall attend progress meetings in accordance with the Statement of Requirement at Schedule 1A).

DEFCON 647 (Edn. 04/19) – Financial Management Information

## **9.1. MEETINGS**

9.1.1. The Contractor shall facilitate management meetings and render reports as to the progress of the Contract and in such form and at such frequency as detailed in the Statement of Requirement (Schedule 1A to the Contract).

9.1.2. The Contractor shall ensure that appropriate personnel are invited to the meetings and that all appropriate / required Contractor personnel attend.

9.1.3. The location of each meeting shall be in accordance with Schedule 1A and agreed with the Authority's Project Manager.

9.1.4. All costs incurred by the Contractor in connection with these meetings, and all other meetings in connection with this Contract, shall be deemed to be included in the Contract price.

## **9.2. MINUTES**

9.2.1. The Contractor shall produce minutes or key 'points of note (including actions)', as agreed with the Authority's Project Manager, for all the above meetings and circulate them within 10 working days of the meeting.