



Contract No: 700025421

For: The Provision of PTS8000 Test Equipment

Version 1.0

Date : 28/05/2020

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

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Standardised Contracting Terms
SC1B

1 Definitions - In the Contract:

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;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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;

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;

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.

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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

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:

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- (1) the terms and conditions;
- (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 under the Contract.
- 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. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:

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- (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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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

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

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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 Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).

b. 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.

c. 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 are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the

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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 thirty (30) days 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. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
 - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

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).

13 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.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b 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 14a, 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. All Payments will be made in accordance with General Conditions section 3. Payment Plan.
- d. Where the Authority fails to comply with clause 14b 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 14c 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

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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.

15 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 15.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.

16 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 16.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 16.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.

17 Material Breach

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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 its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 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.

18 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.

19 Limitation of Contractor's Liability

- a. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to £320,000 (three hundred and twenty thousand pounds) per incident.
- 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.

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

- **DEFCON 502 (SC1)**
DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes
- **DEFCON 503 (SC1)**

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DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

- **DEFCON 524**

DEFCON 524 (Edn. 02/20) - Rejection

- **DEFCON 531 (SC1)**

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

- **DEFCON 532B**

DEFCON 532B (Edn. 05/18) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFFORM 532

Personal Data Particulars

DEFFORM 532

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: Defence Equipment and Support (DE&S) DES Apache Capability Sustainment Programme (Apache CSP) #1031 Neighbourhood One, Yew 0B MOD Abbey Wood South Bristol BS34 8JH UK
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: <i>Not Applicable</i>
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>Not Applicable</i>
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: <i>Not Applicable</i>
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: Not applicable. No mandatory data should be requested that would fall into this category,

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	however should collection of personal data which may identify as a special category of data as per Paragraph 1 of Article 9 of the EU General Data Protection Regulation (GDPR), these should not be recorded unless required as per Paragraph 2 of Article 9. For example, information about an individual's race; ethnic origin; politics; religion; trade union membership; genetics; biometrics (where used for ID purposes); health; sex life; or sexual orientation should not be processed.
Subject matter of the processing	The processing activities to be performed under the contract are as follows: <i>Not applicable</i>
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: <i>Not Applicable</i>
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: The Contractor is required to have secure organisational and technical measures in place to protect the personal data from unauthorised or unlawful processing, accidental loss, destruction or damage and to maintain the confidentiality, integrity and availability of information. Data to be used only in connection with this Contract 700025421.
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>Not Applicable.</i>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>Not Applicable</i>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

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- **DEFCON 534**
DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment
- **DEFCON 537**
DEFCON 537 (Edn. 06/02) - Rights of Third Parties
- **DEFCON 538**
DEFCON 538 (Edn. 06/02) – Severability
- **DEFCON 566**
DEFCON 566 (Edn. 12/18) - Change of Control of Contractor
- **DEFCON 113**
DEFCON 113 (Edn. 02/17) - Diversion Orders
- **DEFCON 117 (SC1)**
DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction
- **DEFCON 127**
DEFCON 127 (Edn. 12/14) - Price Fixing Condition for Contracts of Lesser Value
- **DEFCON 602A**
DEFCON 602A (Edn. 12/17) – Quality Assurance (With Deliverable Quality Plan)
- **DEFCON 609 (SC1)**
DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records
- **DEFCON 624 (SC1)**
DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos
- **DEFCON 627**
DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity
- **DEFCON 658 (SC1)**
DEFCON 658 (SC1) (Edn. 11/17) – Cyber
- **DEFCON 658 - Cyber Risk Profile - Very Low**
Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.
- **DEFCON 524A**
DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

General Conditions

1. Intellectual Property Rights

a. Authorisation by the Crown for use of Third Party Intellectual Property Rights

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

b. Technical Publication Condition

The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication called for under the Contract or any part thereof including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used such technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing.

c. Project Licence Condition

Ultra grants to the Authority irrevocable, perpetual, royalty-free, worldwide and non-exclusive licences to use or have used any Ultra COTS software and technical documents delivered under this contract as follows: for using, or configuration of the PTS 8000 for use on, Systems owned or controlled by the Authority; making available to, and use by, the Authority's Technical Support Contractors in support of the Authority's requirements; and for internal audit and compliance processes.

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2. Payment Plan

Contract Number: 700025421

(*to be completed by Contractor)

Item No	Description	Quantity (*)	Payment Quarter (*)	Invoice Date (*)	Payment Date (*)	Payment Amount (*)
						GBP (£)
1	PTS8000 (EJ Band) Delivery Date: 6 months after contract acceptance	3	Q3	TBA	+30 days	REDACTED
2	PTS 8000 (K Band Head only) Delivery Date: 6 months after contract acceptance	3	Q3	TBA	+30 days	REDACTED
3	PTS8000 (CD Band Head only) Delivery Date: 6 months after contract acceptance	3	Q3	TBA	+30 days	REDACTED
4	PTS 8000 (combined UV/LWR Head) Delivery Date: 6 months after contract acceptance	3	Q3	TBA	+30 days	REDACTED
TOTAL PRICE INC DELIVERY						£322,920

Special Indemnity Conditions

Not Applicable.

21 The special conditions that apply to this Contract are:

Schedule 6 - Earned Value Management

Schedule 7 – Statement of Good Standing

Schedule 8 – Hazardous Contract Deliverables, Materials or Substances Supplied under the Contract

22 The processes that apply to this Contract are:

Not applicable.

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SC1B Schedules

Schedule 1 - Additional Definitions of Contract

Not applicable

Schedule 2 - Schedule of Requirements

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total Inc Delivery**
	Specification PTS8000 (EJ Band)	3	REDACTED	REDACTED
	Delivery Date 6 months after contract acceptance			
	MOD Stock Ref. No.			
	Packaging requirements inc. PPQ and DofQ *			
	Specification PTS 8000 (K Band Head only)	3	REDACTED	REDACTED
	Delivery Date 6 months after contract acceptance			
	MOD Stock Ref. No.			
	Packaging requirements inc. PPQ and DofQ *			
	Specification PTS8000 (CD Band Head only)	3	REDACTED	REDACTED
	Delivery Date 6 months after contract acceptance			
	MOD Stock Ref. No.			
	Packaging requirements inc. PPQ and DofQ *			

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Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	Packaging requirements inc. PPQ and DofQ *			
	Specification PTS 8000 (combined UV/LWR Head) Delivery Date 6 months after contract acceptance MOD Stock Ref. No. Packaging requirements inc. PPQ and DofQ *	3	REDACTED	REDACTED

Total Price Inc Delivery **

£322,920

*as detailed in DEFFORM 96

**and Delivery if stated in the contract

Schedule 3 - Contract Data Sheet

Contract Period	Effective date of Contract: 11 June 2020 The Contract expiry date shall be: One year from contract commencement
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail Notices served under the Contract shall be sent to the following address: Authority: Chelcie Brewer, MOD Abbey Wood South, NH1 Yew Ob #1031, Bristol, BS34 8JH Contractor: Lola Bakenne, Ultra Electronics, Communication & Integrated Systems, 35 Portman Square, London, W1H 6LR
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? Yes A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and AQAP 2105 Edition C Version 1 NATO Requirements for Quality Plans. <i>Unless otherwise notified , the quality plan shall be delivered to the Quality Assurance Representative within 3 months of contract award.</i> If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan. Other Quality Assurance Requirements: 1. AQAP 2310 Edition B Version 1 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers. Certificate of Conformity (CoC) shall be provided in accordance with DEFCON 627. 2. Concessions Concessions shall be managed in accordance with <i>Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions.</i>

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	3. Informative Quality Assurance Standards Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 3.
Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to: a) The Authority's Representative (Commercial) b) DSALand-MovTpt-DGHSIS@mod.uk or: if only a hardcopy is available to: a) The Authority's Representative (Commercial) b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW DSA-DLSR-MovTpt-DG HSIS (MULTIUSER) to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:
Clause 10 – Delivery/Collection	Contract Deliverables are to be: Delivered by the Contractor Special Instructions: Not Applicable Special Instructions (including consignor address if different from Contractor's

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	registered address):
Clause 12 – Packaging and Labelling of Contractor Deliverables	Additional packaging requirements: Not Applicable.
Clause 13 – Progress Meetings	The Contractor shall be required to attend the following meetings: Type: Mid Contract Review Frequency: 6 monthlies Location: Teleconference
Clause 13 – Progress Reports	The Contractor is required to submit the following Reports: Type: Quarterly Report Frequency: At the end of every Quarter Method of Delivery: Electronic Delivery Address: Commercial Officer outlined in DEFFORM 111.

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Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)

Contract No: 700025421
Description of Contractor's Commercially Sensitive Information: REDACTED
Cross Reference(s) to location of sensitive information: REDACTED
Explanation of Sensitivity: REDACTED
Details of potential harm resulting from disclosure: REDACTED
Period of Confidence (if applicable): REDACTED
Contact Details for Transparency / Freedom of Information matters: REDACTED

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Schedule 5 - Statement of Requirement

SERIAL	SUB-PART	ITEM	DESCRIPTION
1 INTRODUCTION	1.1	Title	Apache AH6 4E DAS test equipment
	1.2	Introduction	The Authority has a requirement for multispectral test equipment (PTS8000) to assure correct operation of the DAS on the Apache AH 64E.
	1.3	Objectives	The test equipment will be used by The Boeing Company under Foreign Military Sales case (FMS) with the United States of America Government (USG) to ensure the DAS equipment operates correctly. The Authority will use the test equipment in the Test and Evaluation (T&E) stage to measure the DAS performance.
	1.4	Background	1. The Apache AH 64E is being purchased by the MoD through a Foreign Military Sales (FMS) case with the United States Government (USG). 2. Through the FMS case the Authority are obligated to provide Government Furnished Equipment (GFE) as listed by the USG and Boeing. The PTS8000 is part of the GFE.
2 SCOPE	2.1	Scope	The scope of the work will be limited to the provision of three (3) sets of Ultra Electronics multispectral test equipment model PTS8000 each comprising of; - A Common Control Unit (CCU) - EJ Warning Test Head - CD Band Test Head - K Band Test Head - Combined UV/LWR Test Head - Associated connectors
3.REQUIREMENTS	3.1	Equipment	Three (3) PTS8000 test sets as described in 2.1 (Scope)
	3.2	Training	Not required.

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	3.3	Support	Not required.
	3.4	Documents	1. Instruction manuals for set up and operation of PTS8000. 2. Safety and Hazard information.
4. SCHEDULE	4.1	Deliverables	The following deliverables shall be required by: 1. 3x test sets as stated in 2.1 by 6 months after contract acceptance 2. Technical Document set by 6 months after contract acceptance
	4.2	Delivery location	The equipment will be delivered to: REDACTED

Schedule 6 – Earned Value Management

Planning, Scheduling and Budgeting

1.1. Level 5 Contractors are not required to produce a detailed master schedule but shall provide a single page plan that reflects the scope of work and time frame required to complete delivery to the Authority. A table of milestones based on payment milestones may be agreeable with the Authority.

Analysis and Reporting

2.2. The Contractor shall provide an in-year spending forecast and shall indicate to the Authority within five days if at any time the Contractor expects that the funds required to complete the contract will exceed the agreed contract value. Additionally, if the funds required within any fiscal year are expected to exceed the amount authorised by the Authority, the Contractor shall notify the Authority within no more than five days.

Schedule 7 – Statement of Good Standing

The Statement Relating To Good Standing

Contract Title: Provision of PTS8000 Test Equipment

Contract Number: 700025421

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of [*insert potential supplier*] has not been convicted of any of the following offences within the past 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (1) the common law offence of cheating the Revenue;
 - (2) the common law offence of conspiracy to defraud;
 - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;

(5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(7) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(8) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(9) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(10) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

(1) in section 41 of the Counter Terrorism Act 2008; or

(2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

(1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the

country in which it is established or with those of any jurisdictions of the United Kingdom

2. **[Insert potential supplier]** further confirms to the best of our knowledge and belief that within the last 3 years it:

- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed at distorting competition;
- e. is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement;
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

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I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	Ultra Electronics Limited
Signed (By Director of the Organisation or equivalent)	 DocuSigned by: <i>Mike Baptist</i> 4475EA7A3BA2455...
Name	Mike Baptist
Position	President – Intelligence and Communications
Date	May 6, 2020

Schedule 8 - Hazardous Contract Deliverables, Materials or Substances Supplied under the Contract

Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number: 700025421

Contract Title: Provision of PTS8000 Test Equipment

Contractor: Ultra Electronics Limited-EWST

Date of Contract: TBC

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. ☒

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: one sample document provided previously) attached in accordance with either: ☐

DEFCON 68 ☐; or

Condition 9 of Standardised Contract 1A/B Conditions ☒;

Contractor's Signature:



Name: Stephen Pilling

Job Title: Sales Executive

Date: 4 May 2020

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

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Appendix - Addresses and Other Information

1. Commercial Officer

Name: Chelcie Brewer

Address: MOD Abbey Wood South, NH1 Yew Ob #1031, Bristol, BS34 8JH

Email: chelcie.brewer100@mod.gov.uk Tel: 030 6769 86184

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

Name: Martin Sheppard

Address MOD Abbey Wood South, NH1 Yew Ob #1031, Bristol, BS34 8JH

Email: martin.sheppard577@mod.gov.uk Tel: 030 679 34454

3. Packaging Design Authority Organisation & point of contact:

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

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

Branch/Name: N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from

N/A

6. Intentionally Blank

7. Quality Assurance Representative:

Name: Barry Paton

Address: Defence Equipment & Support, Apache Project Team, Leonardo Helicopters Box 188, Lysander Road, Yeovil, Somerset BA20 2YB

Email: barry.paton100@mod.gov.uk Tel: 01935 703520

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

8. Public Accounting Authority

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

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

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

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

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS Tel: 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS Tel: 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS Tel: 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS Tel: 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

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

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 Fax: 01869 256824)

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

*** NOTE**

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

<https://www.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.

Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier Organization
Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation DEFCON 117 (Edn 10/13) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.		Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization
Payment	Submission of Invoices		Supplier

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Condition 14.b			Organization
Payment Condition 14.c	Payment		Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization

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