

SCHEDULE OF DELIVERABLES

Deliverable	Date	Delivery Location
Project Schedule & Transition Plan	1 month after contract award	MOD Abbey Wood
Quality Management Plan	3 months after contract award	MOD Abbey Wood
Safety Management Plan	3 months after contract award	MOD Abbey Wood
Notification of Safety Manager	1 month after contract award	MOD Abbey Wood
Summary document of MSS Safety Targets	1 month after contract award	MOD Abbey Wood
Interim Safety Case (Contractor Stage 1)	Contractor Stage 1 CDR 10/9/15	MOD Abbey Wood
Final Safety Case (Contractor Stage 1)	Contractor Stage 1 Delivery of Evidence 22/10/15	MOD Abbey Wood
Interim Safety Case Update (Contractor Stage 2)	Contractor Stage 2 CDR 19/2/16	MOD Abbey Wood
Final Safety Case Update (Contractor Stage 2)	Contractor Stage 2 Delivery of Evidence 25/03/16	MOD Abbey Wood
Declaration of Design and Performance(DDP) Contractor Stage 1	Stage 1 (IOC) Delivery of Evidence and updated software 22/10/15	MOD Abbey Wood
Declaration of Design and Performance(DDP) Contractor Stage 2	Stage 2 (FOC) Delivery of Evidence and updated software 25/3/16	MOD Abbey Wood
Contractor Stage 1 (IOC) System	Contractor Stage 1 (IOC) Delivery of Evidence and Equipment to Benson 22/10/15	MOD Abbey Wood
Contractor Stage 2 (FOC System)	Stage 2 (FOC) Delivery of Evidence and updated software 25/3/16	MOD Abbey Wood
MSS Support Plan	3 months after Contract Award	MOD Abbey Wood
Training Syllabus	Within 3 months of Contract Award	MOD Abbey Wood
Project Management Plan	3 months after Contract Award	MOD Abbey Wood
Configuration Management Plan	3 months after Contract Award	MOD Abbey Wood
Obsolescence Management Plan	3 months after Contract Award	MOD Abbey Wood
Software Management Plan	3 months after Contract Award	MOD Abbey Wood
Risk Management Plan	3 months after Contract Award	MOD Abbey Wood
Security Management Plan	3 months after Contract Award	MOD Abbey Wood
User Manuals Contractor Stage 1	Contractor Stage 1 Delivery of Evidence 22/10/15	MOD Abbey Wood
Administrator Manual Contractor Stage 1	Contractor Stage 1 Delivery of Evidence 22/10/15	MOD Abbey Wood
Interface Control Document (if required)	Contractor Stage 1 Delivery of Evidence 22/10/15	MOD Abbey Wood
Information Exchange Document (if required)	1 month before JSP 604 delivery (10/03/16)	MOD Abbey Wood
User Manuals Contractor Stage 2	Contractor Stage 2 Delivery of Evidence 25/3/16	MOD Abbey Wood
Administrator Manual Contractor Stage 2	Contractor Stage 2 Delivery of Evidence 25/3/16	MOD Abbey Wood
Data to Enable Update of the Puma HC Mk2 Simulator	3 months after Contract Award	MOD Abbey Wood
Progress Reports – monthly until design acceptance then quarterly	1 month after Contract Award	MOD Abbey Wood
Performance Measurement Reports	10 working days prior to each	MOD Abbey Wood

	Project Review Meeting	
Meeting Minutes	5 working days after meeting	MOD Abbey Wood
Spares & Repairs Reports	10 working days prior to each Project Review Meeting	

INITIAL SPARES TO BE SUPPLIED UNDER ITEM 2 OF THE SCHEDULE OF REQUIREMENTS

Firm prices quoted for spares and repairs shall include profit, transport and all other recoveries

Description	Part Number	NSN	Quantity	Unit Firm Price	Total Firm Price
Panasonic ToughPad FZ-M1: 7 inch incl power lead	FZ-M1CCDCQBE	TBA	s.26	s.43	s.43
Additional Batteries FZ-M1: 7 inch	FZ-VZSU95W	TBA	s.26	s.43	s.43
Cradle FZ-M1: 7 inch	FZ-VEBM12U	TBA	s.26	s.43	s.43
Panasonic ToughPad FZ-G1 10 inch incl power lead	FZ-G1FNGJXBE	TBA	s.26	s.43	s.43
Additional Batteries FZ-G1 10 inch	FZ-VZSU84U	TBA	s.26	s.43	s.43
Cradle FZ-G1 10 inch	FZ-VEBG11U	TBA	s.26	s.43	s.43
Knee Support Cradles : 7 inch only	N/A	TBA	s.26	s.43	s.43
Knee Cradles: 7 inch only	N/A	TBA	s.26	s.43	s.43
Peli Case incl inserts	N/A	TBA	s.26	s.43	s.43
Pen & Tether	N/A	TBA	s.26	s.43	s.43
Screen Cloth	N/A	TBA	s.26	s.43	s.43
PC (Fujitsu E520 with Monitor, Keyboard and Mouse)	0	TBA	s.26	s.43	s.43
iButton Reader & Holder for DPE (for desktop computers)	0	TBA	s.26	s.43	s.43
12TB Backup Solution - RAID	RN31662E-100EU	TBA	s.26	s.43	s.43
8-Port Routers (Netgear FVS318G-100EUS) (for desktop computers)	NETFVS318G	TBA	s.26	s.43	s.43
2m Ethernet lead (for desktop computers)	0	TBA	s.26	s.43	s.43
6 way power strip (for desktop computers)	0	TBA	s.26	s.43	s.43
Getac X500 Premium Server Rugged Laptop	0	TBA	s.26	s.43	s.43
iButton Reader & Holder for DPE (for rugged laptops, deployable systems)	0	TBA	s.26	s.43	s.43
External HDD 2tb (Freecom)	0	TBA	s.26	s.43	s.43
8-Port Routers (Netgear FVS318G-100EUS) (for rugged laptops, deployable systems)	0	TBA	s.26	s.43	s.43
2mtr Cat5e UTP (for rugged laptops, deployable systems)	0	TBA	s.26	s.43	s.43

Description	Part Number	NSN	Quantity	Unit Firm Price	Total Firm Price
6 socket Anti Surge Power Extensions (for rugged laptops, deployable systems)	0	TBA	s.26	s.43	s.43
PCMCIA Cards (Allied Tellesis)	0	TBA	s.26	s.43	s.43
A3 Printer OKI C831DN	0	TBA	s.26	s.43	s.43
Large Peli Case - 2 per deployable laptop	0	TBA	s.26	s.43	s.43
Mouse	0	TBA	s.26	s.43	s.43
TOTAL					s.43

Notes:

1. Firm prices are quoted above for Initial Spares and include profit, transport and all other recoveries as part of the Contractor's provision of a Managed Spares and Repairs Service as detailed in Part 4 of Annex A. The exact listing of Initial Spares may vary from the specification above during the development phase. A final listing will be provided on completion of the Contractor's Stage 1 IOC delivery on 30th November 2015.
2. All Initial Spares are to be purchased and kept at Inzpire and shipped to RAF Benson by the Contractor under the terms of the Managed Spares and Repairs Service.

Government Furnished Assets

Serial No	Description	Quantity	Terms of Loan	Date of Supply of GFA	Location to be Supplied to and Responsibility for Delivery/Collection	Date of Return of GFA
1	Operational Operating Procedures and CONOPS as agreed to be required between the Contractor and the Authority	TBC	Documents Required for Safety Assessment	Stakeholders Review meeting	Inzpire Limited Landmark House West Unit 1B, Alpha Court Kingsley Road Lincoln LN6 3TA	End of Contract
2	Provision of all Authority geo-data and geo-formats (including agreements on formats standardisation) to be used by the GECCO Puma MSS to ensure software compatibility	Sample of each format	Duration of the Contract	Stakeholders Review meeting	Inzpire Limited Landmark House West Unit 1B, Alpha Court Kingsley Road Lincoln LN6 3TA	End of Contract
3	ICDs that are required to enable full MSS functionality including Middleware and SLI access	As referenced in the SRD	Duration of the Contract	Stakeholders Review meeting	Inzpire Limited Landmark House West Unit 1B, Alpha Court Kingsley Road Lincoln LN6 3TA	End of Contract
4	ODM, RTS and other System and operational documents as hyperlinked PDFs	Each update	Duration of the Contract	Stakeholders Review meeting	Inzpire Limited Landmark House West Unit 1B, Alpha	End of the Contract

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					Court Kingsley Road Lincoln LN6 3TA	
5	Full authority and access to AIDU products to support and maintain the GECO Puma MSS. This includes any aeronautical data that the Puma force would plan to use in the GECO MSS	Online AIDU MilFlip website	Duration of the Contract	To be organised at Stakeholders Review meeting	AIDU	End of the Contract
6	Searchable PDF Puma FRCs	Each update	Duration of the Contract	Stakeholders Review meeting	P2G/Handling Squadron	End of the Contract
7	Access to simulator and aircraft for required contract activities	As required	To be discussed at stakeholder meeting	Stakeholders Review meeting	P2G/RAF Benson	N/A

STAGE PAYMENT PLAN IN RESPECT OF ITEM 1 OF THE SCHEDULE OF REQUIREMENTS

Milestone Date	Project Milestone	Milestone Description	Contract Reference	Stage Number	Firm Price (£) Ex VAT
Contract Award + 1 Month	Inzpire provision of deliverables at Annex B identified as being due 1 month after contract award	Documentation delivered to the Authority within stated timeframe	Annex B	SP1	s.43
02 Jun 15	Completion of Preliminary Design Review (PDR)	Demonstration Day	Annex A, Paragraph 36	SP2	s.43
Contract Award + 3 Months	Inzpire provision of deliverables at Annex B identified as being due 3 months after contract award	Documentation and data delivered to the Authority within stated timeframe	Annex B	SP3	s.43
28 Jul 15	Software Working Group 1 (CMC Delivery)	Attendance at SWG1	Annex A, Paragraph 23(b)	SP4	s.43
31 Jul 15	Networking Hardware equipment delivered to Inzpire Limited	Receipt of networking equipment from Inzpire's supplier to Inzpire Limited	N/A	SP5	s.43
31 Aug 15	Hardware and other equipment delivered to Inzpire Limited	Receipt of equipment from Inzpire's supplier to Inzpire Limited	N/A	SP6	s.43
10 Sep 15	Completion of Stage 1 Critical Design Review (CDR) / Demonstration	Demonstration Day	Annex A, Paragraph 36	SP7	s.43
30 Nov 15	Delivery of Stage 1 (IOC) Mission Planning System	Delivery and Installation of all equipment related to Stage 1 (IOC)	Annex A, Paragraph 39-41	SP8	s.43
10 Mar 16	Achievement of JSP 604 - Connection to SLI Link	Inzpire achieve JSP604 compliance	Annex A, Paragraph 22(d)	SP9	s.43
10 Mar 16	Connection to Middleware	Inzpire demonstration of connection to Middleware as supplied by the Authority	Annex A, Paragraph 19	SP10	s.43
25 Mar 16	Delivery of Stage 2 (FOC) Mission Planning System	Delivery and Installation of software to enable Stage 2 (FOC)	Annex A, Paragraph 42-44	SP11	s.43

	Total	s.43
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QUARTERLY PAYMENT PLAN IN RESPECT OF ITEMS 3 AND 4 OF THE SCHEDULE OF REQUIREMENTS

ITEM 3			
Payment Date	Details	Invoice Number	Firm Price (£) Ex VAT
31-Mar-16	Commencing 01 Jan 16 - 3 monthly support and license to PUMA MSS Project plus set up of Managed Spares Service	Q1	s.43
30-Jun-16	3 monthly support and license to PUMA MSS Project	Q2	s.43
30-Sep-16	3 monthly support and license to PUMA MSS Project	Q3	s.43
31-Dec-16	3 monthly support and license to PUMA MSS Project	Q4	s.43
31-Mar-17	3 monthly support and license to PUMA MSS Project	Q5	s.43
30-Jun-17	3 monthly support and license to PUMA MSS Project	Q6	s.43
30-Sep-17	3 monthly support and license to PUMA MSS Project	Q7	s.43
31-Dec-17	3 monthly support and license to PUMA MSS Project	Q8	s.43
31-Mar-18	3 monthly support and license to PUMA MSS Project	Q9	s.43
30-Jun-18	3 monthly support and license to PUMA MSS Project incl Hardware Refresh - In Flight Devices	Q10	s.43
30-Sep-18	3 monthly support and license to PUMA MSS Project incl Hardware Refresh - In Flight Devices	Q11	s.43
31-Dec-18	3 monthly support and license to PUMA MSS Project incl Hardware Refresh - In Flight Devices	Q12	s.43
31-Mar-19	3 monthly support and license to PUMA MSS Project incl Hardware Refresh - In Flight Devices	Q13	s.43
30-Jun-19	3 monthly support and license to PUMA MSS Project	Q14	s.43
30-Sep-19	3 monthly support and license to PUMA MSS Project	Q15	s.43
31-Dec-19	3 monthly support and license to PUMA MSS Project	Q16	s.43
31-Mar-20	3 monthly support and license to PUMA MSS Project	Q17	s.43
Total			s.43

ITEM 4			
Payment Date	Details	Invoice Number	Fixed Price (£) Ex VAT
30-Jun-20	3 monthly support and license to PUMA MSS Project incl Middleware, Server, Laptop Refresh	Q18	s.43
30-Sep-20	3 monthly support and license to PUMA MSS Project incl Middleware, Server, Laptop Refresh	Q19	s.43
31-Dec-20	3 monthly support and license to PUMA MSS Project incl Middleware, Server, Laptop Refresh	Q20	s.43
31-Mar-21	3 monthly support and license to PUMA MSS Project incl Middleware, Server, Laptop Refresh	Q21	s.43
30-Jun-21	3 monthly support and license to PUMA MSS Project - incl Hardware Refresh - In Flight Devices	Q22	s.43

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30-Sep-21	3 monthly support and license to PUMA MSS Project - incl Hardware Refresh - In Flight Devices	Q23	s.43
31-Dec-21	3 monthly support and license to PUMA MSS Project - incl Hardware Refresh - In Flight Devices	Q24	s.43
31-Mar-22	3 monthly support and license to PUMA MSS Project - incl Hardware Refresh - In Flight Devices	Q25	s.43
30-Jun-22	3 monthly support and license to PUMA MSS Project	Q26	s.43
30-Sep-22	3 monthly support and license to PUMA MSS Project	Q27	s.43
31-Dec-22	3 monthly support and license to PUMA MSS Project	Q28	s.43
31-Mar-23	3 monthly support and license to PUMA MSS Project	Q29	s.43
30-Jun-23	3 monthly support and license to PUMA MSS Project	Q30	s.43
30-Sep-23	3 monthly support and license to PUMA MSS Project	Q31	s.43
31-Dec-23	3 monthly support and license to PUMA MSS Project	Q32	s.43
31-Mar-24	3 monthly support and license to PUMA MSS Project	Q33	s.43
30-Jun-24	3 monthly support and license to PUMA MSS Project	Q34	s.43
30-Sep-24	3 monthly support and license to PUMA MSS Project	Q35	s.43
31-Dec-24	3 monthly support and license to PUMA MSS Project	Q36	s.43
31-Mar-25	3 monthly support and license to PUMA MSS Project	Q37	s.43
Total			s.43

Notes:

Fixed prices in respect of Item 4 do not include the Managed Spares and Repairs Service. This element shall be agreed prior to the commencement of Item 4 if the Authority proceeds with the Contract Option as specified at Condition 3 to the Terms and Conditions.

FIRM RATES AND RECOVERIES IN RESPECT OF HOURLY LABOUR, TRAVEL AND SUBSISTENCE AND ADDITIONAL TRAINING COURSES

Hourly Labour Rates - Firm prices for Additional Tasks shall be based on the following hourly labour rates (inclusive of profit and all other recoveries):

	Hourly Rate Year 1 (award - 31 Mar 16)	Hourly Rate Year 2 (01 Apr 16 - 31 Mar 17)	Hourly Rate Year 3 (01 Apr 17 - 31 Mar 18)	Hourly Rate Year 4 (01 Apr 18 - 31 Mar 19)	Hourly Rate Year 5 (01 Apr 19 - 31 Mar 20)
Firm Hourly Labour Rate	s.43	s.43	s.43	s.43	s.43

Travel and Subsistence Rates - Firm prices for Additional Tasks shall be based on the following Travel and Subsistence rates (inclusive of profit and all other recoveries):

Travel and Subsistence Categories	Rate Year 1 (award to 31 Mar 16)	Rate Year 2 (01 Apr 16 - 31 Mar 17)	Rate Year 3 (01 Apr 17 - 31 Mar 18)	Rate Year 4 (01 Apr 18 - 31 Mar 19)	Rate Year 5 (01 Apr 19 - 31 Mar 20)
Mileage (per mile)	s.43	s.43	s.43	s.43	s.43
Lunch (max per lunch per person)	s.43	s.43	s.43	s.43	s.43
Evening Meal (max per meal per person)	s.43	s.43	s.43	s.43	s.43
Bed and Breakfast (max per night per person)	s.43	s.43	s.43	s.43	s.43

Additional Training Courses

All additional training courses shall be firm priced at s.43 per course for the duration of the contract. The firm price includes all travel and subsistence, labour, course materials, profit and overheads.

MSS ITEM 5 (ADDITIONAL TASKING) – TASK AUTHORISATION FORM

Contractor: Inzpire Limited [insert name of an individual POC]	Contract Number: P2G/0439
Task Reference No:	
Part I (to be completed by the Authority)	
Task Originator:	
Task Title:	
Details of Task (to include Deliverables and DEFFORM 315 if applicable)	
Project Officer Signature.....Name..... Date:.....	
Commercial Officer Signature.....Name..... Date:.....	

Part II (to be completed by the Contractor)	Task Reference No:		
Details of Proposal (including deliverables):			
Task Completion Date:			
Firm Price Proposal (full breakdown to be provided):			
	No of Man Hours	Man Hour Rate	Firm Price (£)
Contractor Labour			
Sub-Contractor Labour			
Other Costs, Materials, Travel & Subsistence (broken down as required)			
TOTAL FIRM PRICE			
Contractor signature.....Name.....Date.....			

Part III (to be completed by the Authority)	Task Reference No:
<p>Acceptance: The Task detailed above is authorised to proceed at a Firm Price of £ _____</p>	
<p>Authority Project Officer signature:</p>	
Name:	Date:
<p>Commercial Officer signature:</p>	
Name:	Date:

AD-HOC TASKS AUTHORISED UNDER ITEM 5 OF THE SCHEDULE OF REQUIREMENTS

Task Reference No	Task Title	Firm Price (£)

CONTRACT DATA REQUIREMENTS (DEFFORM 315)Notes and Conditions Relating to Contract Data Requirements

The Contractor shall not be required to produce data which is outside the scope of this contract. Should the Authority require access to data that does not exist, and whose generation and/or provision would be outside the scope of the contract, then the generation and/or provision of such data shall constitute an Authority Change.

A list of the contract data requirements is included in Table 1 below; corresponding DEFFORM 315s are included in this Annex. Where stated, DEFCONs relating to intellectual property rights should be applied to the extent relevant.

Table 1

CDR Number	General Description
001	Project Schedule & Transition Plan
002	Configuration Management Plan
003	Obsolescence Management Plan
004	Software Management Plan
005	Safety Management Plan
006	Quality Management Plan
007	Risk Management Plan
008	Security Management Plan
009	MSS Support Plan
010	Training Syllabus
011	Meeting Minutes
012	Progress Report
013	User and Administrator Manuals
014	Spares and Repairs Report
015	Interface Control Document
016	Information Exchange Document
017	MSS Modification Leaflet
018	Project Management Plan
019	Data to Enable Update of the Puma HC Mk2 Simulator
020	Performance Measurement Reports

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Presentation of transition plan and schedule detailing the ramp up from contract award to service provision.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue within 1 month of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 002	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Delivered Configuration Management Plan detailing the contractor's management processes and how they satisfy the guidance provided by Def Stan 05-57 Issue 5, Paragraph 6.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy.		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 003	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Puma Mk 2 MSS Obsolescence Management Plan in accordance with part 5 of the MSS Statement of Requirement.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy.		11. <u>Number of Copies</u> N/A	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 004	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Puma Mk 2 MSS Software Management Plan in accordance with part 5 of the MSS Statement of Requirement.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy.		11. <u>Number of Copies</u> N/A	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 005	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Delivered Safety Management Plan detailing the contractor's safety processes and how they satisfy the safety requirements and guidance of Def Stan 00-56 Part 1 Issue 4 Paragraph 8 and Part 2 Issue 4 Paragraph 8	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0400	2. <u>CDR Number</u> 006	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Quality Management Plan detailing how the contractor's quality process contributes to an ISO 9001 (2008) compliant Quality Management System.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 007	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Puma Mk 2 MSS Risk Management Plan in accordance with part 5 of the MSS Statement of Requirement.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy.		11. <u>Number of Copies</u> N/A	

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CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0400	2. <u>CDR Number</u> 008	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Updated Security Management Plan – JSP 440 Annex D to Part 8 Section 2, Chapter 5; Security Management Plan detailing how the contractor satisfies the guidance for security management systems identified in Cabinet Office HMG Security Policy Framework, security requirements for List X contractors v7.0; how the contractor will maintain the Security Aspects of Design (SAD) – JSP440 Appendix 3 to Annex B Chapter 5 of Part 8 Section 2; how the contractor will maintain the System Configuration Model (SCM) – JSP 440 Annex F to Part 8 Section 2, Chapter 5 and manage trials security.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 009	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Puma Mk 2 MSS Support Plan in accordance with part 5 of the MSS Statement of Requirement. <ul style="list-style-type: none"> • Support concept • Through life support organisation • Tailored logistics Support analysis iaw JSP 886 • Maintenance • Tailored R&M • Supply Support • Support and Test Equipment • Facilities • Technical information and Data • Maintainer training and training equipment • PHS&T • In-service Support • Asset Management • Logistic Performance Monitoring • Disposal 	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 10/04) Repair and Maintenance Information DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue Authority agreement within 3 months of Contract Award Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy except where only available as hard copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 010	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Training Needs Analysis (TNA), Training gap analysis matrix, training options and proposed training syllabus.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 10/04) Repair and Maintenance Information DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> Electronic copy except where only available as hard copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 011	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Minutes of meetings facilitated by MSS Contractor (where attended by the Authority and/or its representative).	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Authority agreement within 20 working days			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 012	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Project Progress Report	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Monthly until design acceptance confirmed, then quarterly			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 013	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Delivery of a User and Administrator Manuals providing organisational, descriptive and procedural information required to operate the MMS, diagnose and rectify faults and helpdesk procedures.	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 10/04) Repair and Maintenance Information DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Initial Issue within 1 month before IOC and FOC (as specified in Annex B) Authority comment within 20 working days Update of deliverable incorporating agreed Authority comment			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 014	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Monthly report to confirm stock levels: to include NSN, Part Number, Serial Number, R4, Serviceable Assets, Receipts From Units, Issued To Units, Scrap	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS; Update to Supply Chain Management systems; Traceability and accounting for assets		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As required by the Authority			
10. <u>Medium of Delivery</u> Electronic copy except where only available as hard copy		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 015	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Interface Control Document	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 10/04) Repair and Maintenance Information DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As changes agreed between the Contractor and the Authority			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 016	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Information Exchange Document	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As changes agreed between the Contractor and the Authority			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 017	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> MSS Modification Leaflet	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 10/04) Repair and Maintenance Information DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As changes agreed between the Contractor and the Authority			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 018	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Project Management Plan	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As changes agreed between the Contractor and the Authority			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 019	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Data to Enable Update of the Puma HC Mk2 Simulator	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As changes agreed between the Contractor and the Authority			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> N/A	

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> P2G/0439	2. <u>CDR Number</u> 020	3. <u>Data Category</u> Manufacture and Maintenance/Repair /Reconditioning	4. <u>Contract Delivery Date</u> As specified in Annex B
5. <u>Equipment/Equipment Subsystem Description</u> Puma Mk 2 MSS associated deliverables		6. <u>General Description of Data Deliverable</u> Performance Measurement Reports	
7. <u>Purpose for which data is required</u> Delivery and Ongoing Support of MSS		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 21 (Edn 10/04) Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> As changes agreed between the Contractor and the Authority			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> N/A	

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
 - b.* the sub-contractor's full name;
 - c.* the sub-contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these himself if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
 5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
 6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

Ministry of Defence
Design Rights and Patents
(Sub-Contractor's Agreement)

THIS AGREEMENT is made the day of 19

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE
(hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with
(hereinafter called "the main contractor") a contract bearing the reference number
(hereinafter called "the main contract") for the design and development of
the effect of which is that the costs of such design and development (including the cost referable to any
sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components
needed for performance of the main contract will be undertaken by various third parties in pursuance of
sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related
matters in respect of any sub-contract the main contract provides that the main contractor shall not enter
into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary
of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main
contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of
the items described in the First Schedule (hereinafter called "the sub-contracted items") and has
requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in
consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary
of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his
willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder
mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions
of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
 - b.* the sub-contractor's full name;
 - c.* the sub-contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these himself if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONS 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
 5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
 6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

Ministry of Defence
Design Rights and Patents
(Sub-Contractor's Agreement)

THIS AGREEMENT is made the day of 19

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE
(hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with
(hereinafter called "the main contractor") a contract bearing the reference number
(hereinafter called "the main contract") for the design and development of
the effect of which is that the costs of such design and development (including the cost referable to any
sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components
needed for performance of the main contract will be undertaken by various third parties in pursuance of
sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related
matters in respect of any sub-contract the main contract provides that the main contractor shall not enter
into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary
of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main
contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of
the items described in the First Schedule (hereinafter called "the sub-contracted items") and has
requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in
consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary
of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his
willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder
mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions
of the Conditions as set out in the Second Schedule hereto.

DEFFORM 177
(Edn 3/80)

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

DEFFORM 701
Edn 04/06 - 512/1

HEAD AGREEMENT D/PR/3X/5/512/1 FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE PURCHASED BY THE SECRETARY OF STATE FOR DEFENCE

This Agreement is made this 7 day of April in the year 2009.

BETWEEN

The Secretary of State for Defence, a corporation sole, (afterwards referred to as the **AUTHORITY**) as represented by the Directorate of Intellectual Property Rights, Poplar 2a #2218, MOD Abbey Wood, Bristol BS34 8JH

AND

INZPIRE LIMITED, Registered Office of Keepers Cottage Inzpire House, Tattershall Road, Kirkstead, Lincolnshire, LN10 6UQ. Company Registration Number 5456427 (afterwards referred to as the **COMPANY**);

each being referred to as a 'Party' and collectively as the 'Parties'.

BACKGROUND

- I. The **AUTHORITY** wishes to agree standard terms of licence with the **COMPANY** which will apply to "Commercial Software" products it procures from the **COMPANY** in order to avoid the need to negotiate individual terms each time those products are purchased; and
- II. The **COMPANY** is prepared to agree standard terms of licence with the **AUTHORITY** in order to facilitate sales of Commercial Software to the **AUTHORITY**.

For the purpose of this Agreement "Commercial Software" means software available commercially including that software modified on sale to suit the requirements of a customer


THE HEAD AGREEMENT

1. The Parties agree that they will adopt the terms of licence set out in the Annex to this Head Agreement (the "Annex"), as the standard terms of licence for the procurement of Commercial Software by the **AUTHORITY** from the **COMPANY** and from any of its wholly owned subsidiaries for which the **COMPANY** is entitled to make this Head Agreement. This shall not imply that either Party may not propose other conditions for any particular licence or that either Party shall be bound to accept any particular licence in the terms set out in the Annex.
2. Each software licence which is to be procured subject to the standard terms of licence set out in the Annex, shall be established by a schedule (the "Schedule") which incorporates those terms by making reference to this Head Agreement and the Annex. Each licence so concluded shall be legally separate from this Head Agreement.

DEFFORM 701
Edn 04/06 - 512/1

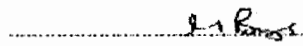
3. Each Schedule will take the format provided in the Attachment to the Annex. Individual Schedules may include special conditions adding to, varying, or setting aside any condition set out in the Annex and in the event of any conflict between the terms of the Annex and the special conditions of a Schedule the latter shall prevail.
4. Either Party shall be entitled to terminate this Head Agreement at any time on written notice to the other Party but the termination shall not vary the conditions of or terminate any extant Licences.
5. This Head Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the jurisdiction of the Courts of England. Other jurisdictions may apply solely for the purpose of giving effect to this Agreement and for the enforcement of any judgement, order or award given under English jurisdiction.

Signed for and on behalf of the Secretary of State for Defence


[Print name] M. A. [illegible]

In the capacity of DDOC-DIPR-SL [insert capacity of signatory]

Signed for and on behalf of the COMPANY INZPIRE LIMITED


[Print name] L. J. [illegible]

In the capacity of DIRECTOR [insert capacity of signatory]

DEFFORM 701 Annex
Edn 04/06 – 512/1

**ANNEX TO THE HEAD AGREEMENT D/PR/3X/S/512/1 FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE
BETWEEN THE SECRETARY OF STATE FOR DEFENCE AND INZPIRE LTD DATED 9 April 2009**

AGREED STANDARD CONDITIONS

1 DEFINITIONS

- 1.1 "AUTHORITY" shall mean the Secretary of State for Defence.
- 1.2 "LICENSOR" shall mean the Company identified in the Head Agreement or the wholly owned subsidiary of the Company identified in the Schedule as being the Party granting the Licence to the AUTHORITY.
- 1.3 "Licensed Software" means the computer programs listed in Part I of the Schedule together with any user documentation, update programs and anything else furnished to the AUTHORITY by the LICENSOR under the Licence in connection with those listed programs, and any portion and copy of any of them.
- 1.4 "Use" (or "to Use") in relation to the Licensed Software means copying the software from a store unit or medium into equipment, customising it within its existing functionality and consistent with the user documentation, running or processing it, operating upon it, all of these acts either alone or with other programs, and producing copies including, where appropriate, in eye-readable form.
- 1.5 "Designated Equipment" means that equipment in respect of which Use of the Licensed Software is licensed. It shall be the equipment specified in Part II of the Schedule unless changed to alternative equipment in accordance with the provisions of Clauses 2.3 or 2.4.
- 1.6 "Designated Site" means that site for which the Licensed Software is licensed. It shall be the site specified at Part III of the Schedule unless changed to an alternative site in accordance with the provisions of Clause 2.3.
- 1.7 "Licence" means the rights granted by the LICENSOR to the AUTHORITY in respect of the Licensed Software and all the conditions associated with it, as set out in the Standard Conditions in combination with a relevant Schedule.
- 1.8 "Schedule" means a schedule to the Head Agreement (in the format provided in the Attachment to this Annex) established by signature of the AUTHORITY and the LICENSOR, under which the LICENSOR undertakes to supply the Licensed Software for Use by the AUTHORITY under the conditions of the Licence. Each Schedule, in combination with these Standard Conditions, constitutes a distinct Licence independent of any other Licence existing by operation of the Head Agreement.
- 1.9 "Standard Conditions" means the conditions set out in this Annex to the Head Agreement, comprising Clauses 1 to 15.
- 1.10 "Special Conditions" means those conditions (if any) specified in Part VIII of the Schedule.

2 LICENCE GRANT

- 2.1 The AUTHORITY may Use the Licensed Software on the Designated Equipment at the Designated Site in accordance with the Licence from the date of receipt of the Licensed Software by the AUTHORITY
- 2.2 The AUTHORITY may allow contractors of the AUTHORITY and their sub-contractors to Use the Licensed Software on the Designated Equipment at the Designated Site on AUTHORITY contracts only, provided that the AUTHORITY ensures or procures that those contractors and sub-contractors are bound by the conditions of the Licence and that, unless prevented by security considerations, the AUTHORITY shall notify the LICENSOR of the identity of those contractors or sub-contractors as soon as is reasonably practical. The AUTHORITY shall not charge for that Use.
- 2.3 The AUTHORITY may specify alternative Designated Equipment or an alternative Designated Site by notification to the LICENSOR, in which case Clause 2.1 shall apply only to the alternative Designated Equipment or Designated Site as notified. However, in the event that the alternative Designated Equipment shall be equipment of a greater processing capacity or capability or a different operating system outside the parameters of the original Designated Equipment the LICENSOR may require the AUTHORITY to pay a fair and reasonable additional fee which will not exceed the difference between the corresponding fees shown in respect of Use of the Licensed Software on the existing and alternative Designated Equipment respectively in the LICENSOR's price list current at the time when the AUTHORITY has specified the alternative Designated Equipment.
- 2.4 The AUTHORITY may Use the Licensed Software on alternative equipment if the Designated Equipment is temporarily inoperative until the Designated Equipment is again operative without notification or additional payment to the LICENSOR.
- 2.5 Notwithstanding the above, the AUTHORITY may copy the Licensed Software in machine-readable form as necessary for back-up purposes for Use of the Licensed Software. The AUTHORITY may also create eye readable copies of documentation solely for utilisation by operating personnel of the Licensed Software. All copyright in such copies shall remain the property of the LICENSOR and their use shall be governed by the terms of this Licence.

3 DELIVERY AND ACCEPTANCE

- 3.1 The LICENSOR shall deliver the Licensed Software at a time and to a place agreed with the AUTHORITY.
- 3.2 The LICENSOR or the AUTHORITY as mutually agreed shall install each program of the Licensed Software on the Designated Equipment and test it against acceptance tests if agreed between the LICENSOR and the AUTHORITY.
- 3.3 The AUTHORITY may reject the Licensed Software within the acceptance period specified in Part IV of the Schedule only (which period starts on receipt of the Licensed Software by the AUTHORITY) if it fails an agreed acceptance test or if it does not perform on the Designated Equipment in accordance with the functionality set out

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in an agreed statement or user document provided by the LICENSOR. The AUTHORITY shall be understood to have accepted the Licensed Software if it has not been validly rejected before the expiry of the acceptance period.

- 3.4 If the AUTHORITY rejects the Licensed Software in accordance with Clause 3.3 the Licence for it shall terminate and the AUTHORITY shall be entitled to reimbursement of any fees paid in respect of the Licensed Software.
- 3.5 The AUTHORITY and the LICENSOR may mutually agree to extend the acceptance period, or to amend the Schedule appropriately, for any Licensed Software that would otherwise have been rejected under Clause 3.3.

4 PAYMENT

- 4.1 The LICENSOR will invoice the AUTHORITY for the agreed licence fees in the amount and in accordance with the invoice arrangements set out respectively in Parts V and VI of the Schedule on or after receipt by the AUTHORITY of the Licensed Software.
- 4.2 The AUTHORITY shall pay the invoice value within 30 days from the later of delivery of the Licensed Software or the date of receipt of a valid invoice related to that Licensed Software. Payment does not constitute acceptance of the Licensed Software.

5 CONFIDENTIALITY

- 5.1 Subject to Clause 5.2 and except as otherwise agreed in writing, the AUTHORITY and the LICENSOR shall each hold in confidence and shall not use, disclose or otherwise make available, except in accordance with the Licence, all the following information received from the other under or in connection with the Licence:

- a. the Licensed Software;
- b. details of the AUTHORITY's use and application of the Licensed Software;
- c. any other information which is identified as being disclosed in confidence at the time of disclosure

provided that:

the obligation for b. and c. relates only to information received in writing or other material form; and
if such information is disclosed orally, the obligation shall apply for 30 days unless the discloser confirms such information in writing or other material form within 30 days when the obligation of confidence shall apply thereafter.

- 5.2 The obligations under Clause 5.1 shall not require the receiving Party to maintain confidence in, or refrain from using, any part of the information to the extent that the receiving Party can show that such part of the information:
- a. was already known to that Party, without restraint on use or disclosure, prior to the date of receipt or acquisition under or in connection with the Licence; or

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- b. has been received by that Party, without restraint on use or disclosure, from a third party having the right to disclose it; or
- c. has entered the public domain otherwise than in breach of the Licence or any other agreement between the Parties; or
- d. was generated by that Party independently of the information which is subject to Clause 5.1;

provided that the relationship of such part of the information to the remainder of the information which is subject to Clause 5.1 is not revealed.

- 5.3 The obligations under Clause 5.1 shall be perpetual.
- 5.4 The AUTHORITY shall ensure or procure that any individual to whom the Licensed Software is made available is made aware of, and complies with, the obligations as to confidentiality and other relevant conditions of the Licence.
- 5.5 The AUTHORITY shall reproduce and maintain any copyright notices and trade marks on or in any of the copies of the Licensed Software made in accordance with the Licence, including partial copies, and on any software changed under the terms of the Licence.

6 IPR ACTIONS AND LIABILITIES FOR IPR INFRINGEMENT

- 6.1 The LICENSOR declares that he is entitled as either owner or licensee to provide the Licensed Software to the AUTHORITY on the terms and conditions of the Licence.
- 6.2 Subject to the limitations imposed in Clauses 6.3 and 6.4, the LICENSOR shall assume all liability and indemnify the AUTHORITY against all costs or liabilities arising under any valid claim or action brought by a third party against either Party, or against any of its contractors (which expression shall include any sub-contractor) engaged in tasks relevant to the provision of the Licensed Software or to the AUTHORITY's exercise of the Licence, in respect of any third party intellectual property right, including a patent, registered or unregistered design right, trade mark, copyright, trade secret or confidential information, which relates to the supply of the Licensed Software or the Use of the Licensed Software in accordance with the Licence by the AUTHORITY or its contractor, then:
 - (a) If the claim or action is brought against the LICENSOR he shall take full responsibility for dealing with settling or defending the claim or action;
 - (b) If any claim is made against the AUTHORITY or its contractors the LICENSOR shall be given full responsibility for dealing with settling or defending the claim as appropriate in his judgement;
 - (c) If legal action is taken against the AUTHORITY or its contractor that Party shall be entitled to join the LICENSOR in the action.

- 6.3 Clause 6.2 shall not apply, and the AUTHORITY shall assume all liability for and indemnify the LICENSOR and its contractors, against all costs and liabilities under the claim or action in the event that it arises as a consequence of any of:
- a. Use of the Licensed Software by the AUTHORITY, or by a contractor permitted to use the Licensed Software pursuant to Clause 2.2, outside the LICENSOR's specification or user documentation on the Designated Equipment or in a manner outside the reasonable knowledge or expectation of the LICENSOR or in circumstances particular to the AUTHORITY as distinct from other customers for the equivalent Licensed Software;
 - b. Use of modifications to the Licensed Software not provided or not approved in writing by the LICENSOR;
 - c. Infringement by the LICENSOR of any third party intellectual property right by reason only of use of any material provided by the AUTHORITY for the purposes of the Licence, but only to the extent that this material is held and used within the terms under which it was provided and used solely for the purposes of the Licence.
- 6.4 Clause 6.2 shall not apply in the event that, without the consent of the LICENSOR (which shall not be unreasonably withheld) the AUTHORITY:
- a. has made or makes an admission of any sort to the third party relevant to the claim or action;
 - b. the AUTHORITY has entered or enters into negotiations with the third party relevant to the claim or action;
 - c. the AUTHORITY has made or makes an offer to the third party for settlement of the claim or action.
- 6.5 Each Party undertakes to notify and consult the other promptly in the event of any enquiry, claim or action brought or likely to be brought against it or its contractor or the Parties jointly, which relates to infringement of any third party intellectual property right in connection with the supply or Use of the Licensed Software under the Licence. By joint agreement, the AUTHORITY may take the lead in dealing with settling and defending any such enquiry claim or action made against it directly in consultation with the LICENSOR and, subject to the LICENSOR's agreement as to the terms of any settlement, this shall not displace any liability of the LICENSOR arising under Clause 6.2. If any claim is made against the AUTHORITY under Section 55 of the Patents Act 1977 as a result of the AUTHORITY's use of the Software, and if the AUTHORITY offers a settlement of the claim, otherwise than as a result of a Court order and without the agreement of the LICENSOR, the LICENSOR shall be relieved of any liability which might otherwise arise under Clause 6.2.
- 6.6 In the event that any claim or action is made which is subject to Clause 6.2 or if in the LICENSOR's reasonable opinion such claim or action is likely to be made, the LICENSOR shall promptly utilise all reasonable endeavours to:

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- a. establish or secure the AUTHORITY's right to continue to Use the Licensed Software or, failing to do so,
 - b. avoid that claim or action by, and after consultation with the AUTHORITY as to how to minimise the AUTHORITY's loss of Use of the Licensed Software, replacing or modifying the Licensed Software without significant change to the specification of the Licensed Software all at the LICENSOR's expense, including installation and testing.
- 6.7 In the event of the LICENSOR being unable to satisfy the requirements of sub-Clauses 6.6a. or 6.6b. the LICENSOR may terminate the Licence relating to the Licensed Software upon not less than three months written notice unless a lesser period is determined by any court order, and the LICENSOR shall make a refund of the paid licence fee to the AUTHORITY, either in full or with the agreement of the AUTHORITY (which shall not be unreasonably withheld) of a portion of the licence fee representing the lost portion of the Licence.
- 6.8 The conditions set forth in clauses 6.2 to 6.7 represents the total liability and responsibility of each Party to the other under a Licence in respect of any actual or alleged infringement of any intellectual property right owned by a third party, and take precedence over any other liability condition in the Licence.

7 WARRANTY

- 7.1 LICENSOR warrants that discrepancies between Licensed Software and the LICENSOR's specification or user documentation current at the time of delivery reported and demonstrated by the AUTHORITY during the warranty period stated in Part VII of the Schedule will be remedied by LICENSOR without unreasonable delay in a manner commensurate with good software industry practice and without payment by the AUTHORITY. During the warranty period the LICENSOR undertakes to provide to the AUTHORITY free of charge corrections to material errors known to the LICENSOR.
- 7.2 All warranties in the Licensed Software and its user documentation other than that given under Clause 7.1 are hereby excluded including, without limitation, the implied warranty and conditions of satisfactory quality and fitness for a particular purpose, but this shall not prejudice the right of the AUTHORITY to reject the Licensed Software in accordance with Clause 3.3.
- 7.3 No oral or written information or advice given by the LICENSOR, its agents or employees shall create a warranty or extend the scope of the warranty given under Clause 7.1.
- 7.4 The LICENSOR shall utilise all reasonable endeavours to ensure that any Licensed Software supplied, irrespective of the mode of delivery, is free from any published computer virus. In the event that it can be shown that, at the time of delivery, the Licensed Software incorporated such a virus then the AUTHORITY may require the LICENSOR to remove the virus and within the limits of backup data provided by the AUTHORITY to restore any computer system incorporating the Designated Equipment to its pre-infected state or bear the cost of the necessary restoration work.

8 GENERAL LIABILITY CONDITIONS

- 8.1 The LICENSOR shall have no liability to the AUTHORITY for any indirect or consequential damages or losses which might arise by reason of Use of the Licensed Software by or for the AUTHORITY including, without limitation, loss of profit, loss of revenue, loss of use, loss of business information produced by Use of the Licensed Software.
- 8.2 The exclusion provided under Clause 8.1 shall not apply where the AUTHORITY suffers loss because of a defect within the Licensed Software which defect is known to the LICENSOR at the time the Licensed Software is furnished to the AUTHORITY unless the AUTHORITY has previously been made aware of and accepted the presence of the defect and its relevance to the AUTHORITY's application of the Licensed Software.
- 8.3 The total of the LICENSOR's liability under or in connection with this Agreement (whether arising from contract, negligence or any other basis) is limited in respect of each event or series of connected events to the value given in Part IX of the Schedule, provided that no limitation shall apply in respect of liability for death of or injury to persons arising from the LICENSOR's negligence, as provided by the Unfair Contracts Act 1977, and, except in relation to sub-Clause 13.2.2, no limitation shall apply in respect of any liability arising under the provisions of Clause 6.2.

9 TERM AND TERMINATION OF THE LICENCE

- 9.1 Each Licence shall continue until the AUTHORITY terminates it by written notification to the LICENSOR, or it is terminated pursuant to Clauses 3.4 or 6.7.
- 9.2 The AUTHORITY shall within thirty days of termination of a Licence, through all reasonable endeavours and to the best of its knowledge, return or destroy, at the LICENSOR's option, all originals and destroy all copies of the Licensed Software including partial copies and modifications except that the AUTHORITY may on prior written authorisation from the LICENSOR retain one copy for archival purposes only. The AUTHORITY shall promptly certify in writing once it has so done.
- 9.3 In the event of the LICENSOR drawing the attention of the AUTHORITY to a breach of any condition of a Licence then:
- a. where the breach is of a nature that cannot be remedied, the AUTHORITY undertakes to indemnify the LICENSOR for all loss and damage incurred by him as a result of the breach and utilise all reasonable endeavours to ensure that a further breach does not occur,
 - b. where the breach is capable of being remedied, the AUTHORITY shall promptly remedy the breach and where appropriate put in place measures to ensure that a further breach does not occur. The AUTHORITY shall indemnify the LICENSOR for all loss and damage incurred by him as a result of the breach.
- 9.4 The termination of any Licence shall be without prejudice to the continuation of the Head Agreement or any other Licence under it.

10 COMBINATION OF SOFTWARE

- 10.1 The AUTHORITY may combine all or part of the Licensed Software with other materials to form a new work. Any portion of the Licensed Software included in a new work shall be Used only on Designated Equipment and shall be subject to the conditions of the Licence. The LICENSOR shall be absolved from any obligation or liability under the Licence to the extent that this arises as a result of the creation or use of any new work not approved in writing by the LICENSOR.

11 OUTPUT

- 11.1 The AUTHORITY may freely copy and utilise any output resulting from Use in accordance with LICENSOR - supplied documentation of the Licensed Software.

12 DISPUTES

- 12.1 Other than for any claim arising from non payment of a valid invoice should any question, dispute or difference whatsoever arise between the AUTHORITY and LICENSOR in relation to or in connection with this Agreement or the Schedule of any Licence granted under it, the AUTHORITY or the LICENSOR may give notice to the other in writing of the existence of that question, dispute or difference and both Parties will attempt to reach a solution. If no mutually acceptable solution is found the AUTHORITY or the LICENSOR may give notice to the other in writing (the ADR notice) that the matter is to be referred to Alternative Dispute Resolution (ADR).
- 12.2 Upon receipt of the ADR notice and subject to sub-Clause 12.3, the Parties shall define the type of ADR to be adopted and the rules for its implementation. Failing agreement to adopt, or to achieve, resolution by one such type, the Parties may decide to adopt a second type of ADR. The Parties agree that after a period of two (2) months from the date of receipt of the ADR notice, or such other date as may be agreed by the Parties, and provided that the dispute remains unresolved, it shall finally be settled by arbitration by a sole arbitrator at the request in writing by either party to the other. Failing agreement on the appointment of the arbitrator within 14 days of receipt of such request, the arbitrator shall be appointed by the President for the time being of the President of the Law Society, in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it. The costs of any ADR shall be shared equally by the AUTHORITY and the LICENSOR, however, the costs of arbitration shall be settled by the arbitrator.
- 12.3 Where a Party rejects the referral of the matter to ADR he shall promptly notify the other Party in writing of that rejection and the reasons for it.

13 TRANSFER

- 13.1 The LICENSOR shall not assign his interest in any Licence or the intellectual property licensed thereunder without providing for the continuance of the AUTHORITY'S rights under the Licence and without notifying the AUTHORITY in writing of the identity of the assignee.

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13.2 Unless prevented by law or national regulation the AUTHORITY shall have the right to novate any Licence to a separate legal entity, without charge to itself or the legal entity, upon two months written notice to the LICENSOR, as provided below:

13.2.1 following a transfer from the AUTHORITY to the legal entity of any function of the AUTHORITY for which the Licensed Software has been obtained; or

13.2.2 on disposal to the legal entity of surplus Designated Equipment where the Licensed Software is essential to the running of that equipment, whether or not it is embedded in the equipment, provided that all warranties (whether express or implied) and all indemnities shall be void, the Licensed Software shall be supplied "as is", and the liability referred to in Clause 8.3 shall be ten pounds sterling only

PROVIDED THAT the Licensed Software novated in accordance with this sub-Clause may only be used for the same purposes for which the Authority was licensed in accordance with Clause 2 and wider use shall require the written approval of, and the grant of a further licence by, the LICENSOR.

14 DISCONTINUANCE OF BUSINESS

14.1 The AUTHORITY shall have the right to secure from the LICENSOR, or from the authorised trustees or receivers acting on behalf of the LICENSOR, in the event of the LICENSOR permanently ceasing to maintain the Licensed Software or the LICENSOR permanently discontinuing in business because of bankruptcy, receivership, dissolution, or other form of permanent business disruption and that business is not continued by a successor in interest to the LICENSOR to whom the benefits and obligations of this Agreement and any licence granted under it have been assigned, Licensed Software documentation including program source code in the possession and control of the LICENSOR, but no more than the LICENSOR uses himself, as the AUTHORITY shall consider necessary for it to maintain and continue its normal Use of the Licensed Software for the duration of the Licence but for no other purpose.

14.2 If so required by a Special Condition, the LICENSOR shall compile and maintain, at a price or in accordance with a price formula identified in the Special Condition, an up to date copy of the Licensed Software documentation to which the AUTHORITY is entitled under Clause 14.1 which copy shall be held by the LICENSOR as a bailee without lien for the AUTHORITY and be made available to the AUTHORITY without additional charge. In the absence of such a Special Condition, the copy shall be prepared on the AUTHORITY's demand and it shall be made available to the AUTHORITY at a fair and reasonable price based on the cost of compilation, reproduction and dispatch.

14.3 The AUTHORITY shall have the right to utilise the Licensed Software documentation to which it is entitled under Clause 14.1 for the purpose of maintaining its Use of the Licensed Software for the duration of the Licence but for no other purpose. The AUTHORITY shall hold in confidence all information in the documentation.

15 GENERAL

- 15.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable to any extent then:
- a. that provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be understood not to be included in the Agreement but without invalidating any of the remaining provisions of the Agreement; and
 - b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable provision the effect of which is as close as possible to the effect of the invalid, illegal or unenforceable provision.
- 15.2 No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy, shall by itself constitute a waiver of that right or remedy.
- 15.3 No waiver of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- 15.4 Neither the LICENSOR nor the AUTHORITY shall be liable for failure to perform any of its obligations under the Licence if that failure results from circumstances beyond its reasonable control.
- 15.5 Headings have been included for convenience only and shall not be used in construing any condition of the Licence.
- 15.6 The Licence shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the non-exclusive jurisdiction of the Courts of England for the enforcement of any arbitral decision.
- 15.7 The Licence shall constitute the entire agreement between the Parties relating to the Licensed Software and supersedes any previous agreement.
- 15.8 No right is granted to any person who is not a Party to the Licence to enforce any term of the Licence in his own right and the Parties declare that they have no intention to grant any such right.

ATTACHMENT TO ANNEX TO HEAD AGREEMENT – STANDARD FORM OF LICENSING
SCHEDULE

**SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND INZPIRE LIMITED
DATED:APRIL 2015**

CONTRACT REFERENCE NUMBER: P2G/0439

By their respective signatures of this Schedule the Secretary of State For Defence (the "AUTHORITY") undertakes to purchase and Inzpire Limited (the "LICENSOR") undertakes to supply the Licensed Software for Use on the Designated Equipment at the Designated Site (all as identified below) under the Standard Conditions set down in the Annex to the Head Agreement and any Special Conditions set down in Part VIII below which may vary or add to those Standard Conditions.

PART I - LICENSED SOFTWARE PROGRAMS

GECO System Software Package supplied by the LICENSOR as owner as the same is more particularly described within Contract P2G/0439.

PART II - DESIGNATED EQUIPMENT

Any Tablet PCs and Base Stations (and any other ancillary hardware supplied by the LICENSOR that will have the software installed) provided to the AUTHORITY by the LICENSOR under Contract P2G/0439 for use on Puma HC2 aircraft.

PART III - DESIGNATED SITE

Any site owned or operated by the AUTHORITY including, for the avoidance of doubt, temporary sites used during operations.

PART IV – ACCEPTANCE PERIOD & TEST

Thirty (30) days from Initial Operating Capability and initial delivery of the Licensed Software as the same is referred to within Contract P2G/0439.

PART V - LICENCE FEES

s.43 excluding VAT (and any other applicable customs and excise duties) (being the licence fees payable in respect of Use of the Licensed Software on the s.26 Tablet PCs and s.26 Base Stations provided to the AUTHORITY by the LICENSOR under Contract P2G/0439).

PART VI - INVOICE ARRANGEMENTS

As detailed within Contract P2G/0439.

PART VII - WARRANTY PERIOD

From award of Contract P2G/0439 to 31 March 2020.

PART VIII - SPECIAL CONDITIONS

The Licensed Software under this schedule is provided under Contract P2G/0439. This licence is without prejudice to any provision of that contract concerned with delivery, acceptance, payment, warranty or liability in respect of the Licensed Software. The liability for intellectual property rights actions shall be the greater of any specified in this license or under the contract.

For the avoidance of doubt, this License is non-exclusive.

The Agreed Standard Conditions set out within the Annex to the Head Agreement D/IPR/3X/S/512/1 shall be varied and / or supplemented as follows:

Clause 1.4 delete and replace with "Use" (or "to Use") in relation to the Licensed Software means installing and using the Licensed Software (including running or processing it or operating upon it in order to process the AUTHORITY's own data) by AUTHORITY personnel.

Clause 2.1 delete and replace with "The AUTHORITY may use the Licensed Software on the Designated Equipment at the Designated Site in accordance with the Licence from the date of delivery of the Licensed Software until 31 March 2020.

Clause 2.3 delete and replace with "The AUTHORITY may specify an alternative Designated Site by notification to the LICENSOR in which case clause 2.1 shall apply to the Designated Site as notified."

Clause 2.4. Entire clause deleted.

Insert Clause 2.6. The AUTHORITY is prohibited from reverse engineering, decompiling, making derivative works, or otherwise interfering with the Licensed Software unless permitted by law.

Insert Clause 2.7. The intellectual property rights (including, without limitation, patent rights and copyright) in the Licensed Software belong and shall continue to belong to the LICENSOR and the AUTHORITY's only right in respect of the Licensed Software is to Use the same in accordance with the terms of the Licence.

Insert Clause 7.5. The LICENSOR shall not be considered to be in breach of the warranty at Clause 7.1 to the extent that what would otherwise be a breach arises from (i) any repair,

adjustment, alteration or modification of any part of the Licensed Software or Designated Equipment not undertaken or approved by the LICENSOR or any defect in the carrying out of any such repair, adjustment, alteration or modification not carried out by or on behalf of the LICENSOR; (ii) any use of the Licensed Software or Designated Equipment outside the terms of this Licence or for a purpose or in a context other than the purpose or context for which it was designed; (iii) any use of the Licensed Software in combination with any other software not provided by the LICENSOR; or (iv) the use of AUTHORITY data (or any third party data) in conjunction with the LICENSED SOFTWARE.

Insert Clause 8.4. The LICENSOR shall have no liability to the AUTHORITY for any loss or damage or whatever nature suffered or incurred by the AUTHORITY as a result of any reliance on or use of the Licensed Software outside the LICENSOR's specification or user documentation, beyond the contemplated use of the Licensed Software as the same is referred to in the related Contract P2G/0439 or in any other manner outside the reasonable knowledge or expectation of the LICENSOR.

Insert Clause 8.5. In the event of any conflict, any special terms of liability stated in the related Contract P2G/0439 will take precedence.

Clause 9.1 delete and replace with "The Licence shall continue from the date of delivery of the Licensed Software until 31 March 2020 unless the AUTHORITY terminates it by written notification to the LICENSOR, or it is terminated pursuant to clauses 3.4 or 6.7.

Clause 10. Entire clause deleted.

Clause 15.7 delete and replace with "The Licence and the related Contract P2G/0439 shall constitute the entire agreement between the parties relating to the Licensed Software and shall supersede any previous agreement relating to the subject matter thereof."

PART IX – LIMITS OF LICENSOR's LIABILITY

In the event that no separate limit of liability is inserted in connection with the Licence the LICENSOR's liability under this PART IX shall not exceed s.43 sterling.

In the event of conflict, any special terms relating to a Limit of Liability stated in the related Contract P2G/0439 shall take precedence.

FOR LICENSOR

Signed

Name

[Print Name]

Appointment

Date

FOR AUTHORITY

Signed

Name

[Print Name]

Appointment

Date

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION FORM

ITT Ref No: P2G/0439
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>Costings and pricing strategy for the Contract are commercially sensitive Contractor personnel details are commercially sensitive and bound by the Data Protection Act</p>
<p>Cross Reference(s) to location of sensitive information in Contract:</p> <p>Schedule of Requirements, pricing Annexes C, E, F, G, and I, Annex M, Annex Q</p>
<p>Explanation of Sensitivity:</p> <p>Our costings and pricing strategy are commercially sensitive as they are a prime driver in any competition and could provide our competitors with unfair business advantage. The identities and details of our key personnel are sensitive (and subject to Data Protection restrictions).</p>
<p>Details of potential harm resulting from disclosure:</p> <p>Disclosure of this sensitive information could disadvantage the Contractor against its competitors when extant contracts are due for renewal and / or when tendering for future work.</p>
<p>Period of Confidence (if applicable):</p> <p>Contract Duration</p>
<p>Contact Details for Transparency / Freedom Of Information matters:</p> <p>Name: s.40 Position: Head of Mission Systems Group Address: Inzpire Limited, Landmark House West, Unit 1B, Alpha Court, Kingsley Road, Lincoln, Lincolnshire, LN6 3TA Telephone Number: s.40 Email address: s.40</p>

MILITARY AVIATION AUTHORITY (MAA) REGULATORY ARTICLES (RA)

	SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
4	Occurrence Reporting	All equipment in the Military Air Environment shall be subject to occurrence reporting procedures.	If a TAA decides that further investigation is required, a suitable investigation agency must be tasked to carry out the investigation.	Design Organisation	If a fault occurs on an equipment installed as part of the modification that the Authority decides is worthy of investigation the contractor shall conduct an investigation using the regulation defined in MAP 01 Chapter 7.5.1. Any investigations will be tasked on an as required basis.	TAA
Q(1)	Through Life Management of Technical Information	Once produced, Technical Information (TInfo) shall be maintained throughout its complete life-cycle.	The TAA, supported by Technical Information (TI) sponsors when applicable, are responsible for: 1 The overall coherence of the publication and, where appropriate, integration of individual instructions. 2 Approval of all content prior to publication of TI. 3 The airworthiness implications of the published TI. 4 Specifying the publication standard of the TI including, where applicable, ETI and its delivery system in accordance with paragraph 2. 5 Initial procurement of the TI, inclusive of ETI and its viewing system. 6 Ensuring that TI is sponsored for use within the appropriate Services, meets the user requirements and that processes are in place to action discrepancies when they are identified. 7 Ensuring that the required through-life management procedures are in place for the TI. These procedures must cover Post-Design Service contract requirements, TI delivery, content review timescales, amendment, printing, distribution and regular review of distribution lists. 8 Ensuring that the TI amendment procedures are appropriate, given the operational requirements/capabilities of the platform on which the aircraft or equipment is used. 9 Ensuring that software and hardware is available both to produce and read ETI throughout the life of the TI.	Design/PDS /ADS	The contractor shall produce the necessary technical information to support the design and operation of the equipment and shall maintain this information for the life of the contract facilitated through the post design services element of the contract.	TAA
1(1)	Design	The Contractor/Design Organization shall certify the extent to which the design satisfies the requirements of the specification/Cardinal Point.	The PTL should decide if modification action requires the re-issue or amendment of the Certificate of Design	Design/modification	Prior to the first flight of a new aircraft, aircraft weapon system, unmanned air vehicle, tethered balloon or airborne forces equipment, the extent to which the design complies with the requirements of the specification shall be certified	Contractor

	SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
		Specification (CPS) issued by or on behalf of the MOD.			by the contractor by submission of a Certificate of Design, which shall include any exceptions or limitations to the requirements specification. 2. Contractor's Inspection, Demonstration, Analysis and Test shall establish the extent of compliance with the specification.	
1(1)	Design	An organization shall only be included in the Design Approved Organization Scheme (DAOS) and awarded approval for a defined range of products when it is in the interests of MOD and when the organization has been accepted by the Military Aviation Authority (MAA).	Organisation should possess a current DAOS approval at the commencement of and throughout the contract	Design/ modification	The organization shall notify the MAA and the Project Team Leader (PTL) and seek approval of any change, which affects its continued possession of approval including any proposed change of a design signatory on the Design Approval Certificate.	Contractor
1(3)	Design Organization Responsibilities	A Design Organization shall be responsible for the detailed design of materiel to approved specifications and shall be authorized to sign Certificates of Design in accordance with RA5103.	A Design Organization shall be responsible for the detailed design of materiel to approved specifications and shall be authorized to sign Certificates of Design in accordance with RA5103.	Design/ modification	A Design Organization shall be responsible for the detailed design of materiel to approved specifications and shall be authorized to sign Certificates of Design in accordance with RA5103.	Contractor
2(1)	Responsibilities of a Contractor	A contractor when appointed as a Co-ordinating Design Organization for a system or equipment, shall fulfil the stated requirements of a Design Organization or Co-ordinating Design Organization.	Not applicable	Design	Not Applicable	TAA
5(1)	Requirement for Requalification	The Design Organization (DO) shall consider the need to repeat qualification tests (requalification), in whole or in part, when a change in method of manufacture, or change of material or source of material of a component or equipment would invalidate the current issue of a Certificate of Design or when the place of manufacture of the component or equipment is changed.	The DO should consider the need for requalification testing and changes to production acceptance and production verification tests in the following circumstances: a. When the MOD is procuring components or equipment from the DO and the DO changes the place or method of manufacture or the material or source of material. b. When a change of DO results in a change of manufacture or a change in the method of manufacture or the material or source of material. c. When the MOD elects to procure components or equipment from a contractor who is neither the DO nor the original equipment or component manufacturer.	Design	If the DO decides that re-qualification testing is considered necessary, he shall advise the PTL and explain any effect this will have on the certification of design of the component or equipment. When re-qualification testing has been completed to the satisfaction of the DO the PTL shall be so advised.	Contractor

	SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
3(1)	Environmental Effect	All procurement decisions shall take account of the environmental implications of the available options.	Contractors should advise the PTL of any unavoidable adverse environmental effects.	Design	Specifications shall not require either directly or by implication the use of substances which could create an adverse environmental effect during the manufacture, use, or disposal of the materiel. Specifications shall not require the use of substances controlled by the Montreal Protocol and associated European Community regulations. 2. Contractors shall advise the PTL of any unavoidable adverse environmental effects.	Contractor
3(2)	Contract Specifications	Specifications prepared by contractors which are intended to form the basis of a contract shall be certified by the contractor before submission to the PTL.	Specification of the contract shall meet the required standards	Contract	The format and content of specifications shall follow the guidance contained in NATO Allied Engineering Documentation Publication AEDP-1 Annex C. Subsidiary specifications or standards additional to those stipulated in the contract specification shall be selected in the following order of preference: a. European Standards (British Standards implementing European Standards). b. ISO Standards (British Standards implementing International Standards). c. British Standards. d. Defence Standards. Specifications form a part of the design records for the materiel and shall be subject to the configuration control requirements of the agreed Configuration Management Plan (CMP) prepared in accordance with Def Stan 05-57. Design Requirements Specifications shall state that the materiel shall be designed to the requirements respectively of Def Stan 00-970 (appropriate part) or Def Stan 07-85, amended up to and including a specified standard, with any exceptions so stated in the specification.	Contractor
3(3)	Sub-Contract Specifications	Specifications prepared by a contractor in support of a contract, e.g. for use with sub-contractors, shall pass on all appropriate MOD requirements and shall be certified by the contractor.	Specification of the contract shall meet the required standards	Contract	Specifications prepared by a contractor in support of a contract, e.g. for use with sub-contractors, shall pass on all appropriate MOD requirements and shall be certified by the contractor.	Contractor
1(1)	Configuration Management of Design	The Design Organization (DO) shall control the design in accordance with an agreed Configuration Management Plan (CMP).	Formation of a CMP	Design/ Equipment support	The contractor shall produce a Configuration Management Plan (CMP) in accordance with the requirements of DefStan 05-57; Configuration Management of Defence Materiel. The CMP shall be agreed with the PTL at the	Contractor

	SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
					commencement of the contract and shall be subject to review and revision at regular intervals as the design progresses. The CMP forms part of the design records and shall be maintained by the contractor throughout the period of the contract.	
1(2)	Management of Design Records	The DO shall ensure that adequate records of design and development are maintained throughout the life of the project.	Design records	Design	The DO shall maintain adequate records of design and development; e.g. actions undertaken, design notebooks and diaries, items manufactured or purchased, procedures for and the results of tests and trials. The DO shall provide a development programme, the contents of which will be defined or referenced in the contract. At agreed points specified in the development programme these design records shall be used as the basis of formal reports to be independently checked and certified by contractor's staff. For materiel used for contractor's tests and trials, the design check shall include confirmation that the materiel is consistent with the quoted design records.	Contractor
2(1)	Custody and Maintenance of Design Records	The Contractor shall maintain at his works a complete set of drawings, specifications and manufacturing data relating to the Articles supplied and the work performed under the Contract.	Retention and access to design records	Design/ Equipment support	During the continuance of the Contract and for a period of not less than two years after its completion the Contractor shall maintain at his works at least one complete set of drawings, specifications and manufacturing data relating to the Articles supplied or the work performed under the Contract. When the PTL requires copies of particular drawings the contractor shall supply them in accordance with DefStan 05-10. The master set of any such drawings maintained as provided by this clause shall not be altered by the Contractor before the expiration of the said period except on the written instructions or with the written permission of the MOD. The MOD shall be entitled from time to time, by notice in writing to the Contractor, to require the Contractor to supply to the MOD one or more complete sets or one or more parts of a complete set of such of the following relating to the articles supplied under the contract or of any parts of any such articles or of any other work performed under the contract as may be specified in the	Contractor

SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
				<p>notice:</p> <p>a. Print drawings. b. Master tracings. c. Copies of specifications and/or manufacturing data. Master tracings supplied as aforesaid shall be on linen cloth or on some alternative material from which reproductions can be made as the MOD may specify in the notice given under sub-paragraph of this paragraph, and all such tracings shall be fully dimensioned and shall state the permissible manufacturing tolerances, the material finish, and such other particulars as the MOD may specify in the said notice. All prints, tracings and copies of specifications and data shall be supplied to the satisfaction of the MOD within the period specified in the said notice. A fair and reasonable price, based on the actual work involved in their preparation, shall be paid to the Contractor by the MOD for all prints, tracings and copies of specifications and manufacturing data supplied to the MOD under the provisions of this paragraph.</p> <p>The requirement for the Contractor to supply prints, tracings and copies of specifications and manufacturing data shall be exercisable:</p> <p>a. In relation to all drawings, specifications and manufacturing data at any time before the expiration of the period of two years after the completion of the Contract; and In relation to any of the said drawings, specifications and manufacturing data which are actually maintained by the Contractor after the expiration of the said period, so long as the same are so maintained. The MOD shall be entitled at any time to make copies of any prints, tracings, specifications or manufacturing data supplied under this Condition, as the MOD may think fit and to use such prints, tracings, specifications and manufacturing data (or copies of them) in any UK Government Department, Establishment or Depot and such use shall not, unless otherwise provided for in the Contract, extend to the use for tendering or manufacturing purposes. In addition contractors and sub-contractors concerned shall retain custody of and safeguard design records until MOD agrees that they may be destroyed. Requests for permission to destroy design records shall be made to the PTL.</p>	

	SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
2(1)	Custody and Maintenance of Design Records	The Contractor shall maintain at his works a complete set of drawings, specifications and manufacturing data relating to the Articles supplied and the work performed under the Contract.	Intentionally blank		Details the contractor's responsibility to maintain copies of the design record and also includes the MoD's access rights to this information.	Contractor
4(1)	Fault Reporting	Faults shall be reported by Contractors holding Government owned materiel using the appropriate signal and/or forms in accordance with the specified conditions as they arise.	Contractor fault reporting	Fault reporting	<p>A Serious Fault Signal (SFS) shall be raised and distributed in accordance with Annex A when a fault:</p> <ul style="list-style-type: none"> a. Jeopardizes safety. b. Significantly reduces operational efficiency or the availability of materiel. c. Jeopardizes the security of communication security (COMSEC) materiel. <p>2. Faults found on materiel at contractors which could not affect the materiel already held at MOD establishments, in the Services, or at other contractors shall be dealt with using local contractor procedures acceptable to the PTL and are excluded from this requirement. An MOD Form 760 shall be raised and distributed when:</p> <ul style="list-style-type: none"> a. A SFS has been initiated. b. A fault occurs in Not In-Use (NIU), embodiment or contract loan materiel. c. A fault occurs which could affect the safety of personnel, or materiel, or operational effectiveness, or availability of materiel, and which is not of sufficient urgency to require a serious fault signal being sent but is nevertheless sufficiently important to justify a detailed investigation. d. When required in support of Mandatory Fault Reporting Instructions (MFRI). e. When required by a Service Board of Inquiry: f. MOD Form 760 reporting action is required in a Service Issued Instruction (SII), a Special Instruction Technical (SI(T)) or Servicing Instruction (SI). g. Faulty packaging is discovered. 	DO
1(2)	Quarantine and Disposal	Materiel reported as faulty shall be quarantined and protected to prevent deterioration or disturbance which may hamper investigation and shall be disposed	Identification of faulty material	Fault reporting	Local arrangements shall be made to ensure that faulty materiel is clearly identified and cross-referred to the relevant fault report.	DO

	SUBJECT	SUMMARY OF REQUIREMENT	RESPONSIBILITIES	AREA	CONTRACT REQUIREMENTS	PERSON RESPONSIBLE FOR IMPLEMENTATION
		of in a controlled manner.				
(3)	Fault Investigation	The PTL shall nominate Investigation authorities to authorize and control fault investigations, and shall notify the identity of these nominated investigation authorities to any other affected PTs.	Fault investigations	Fault reporting	Defines the contractor's role in the Fault Investigation process.	Contractor

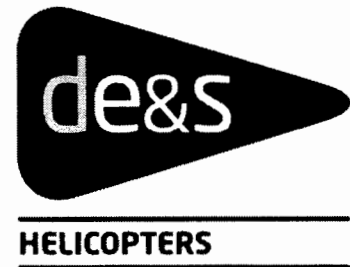
Security Aspects Letter



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Inzpire Limited
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LT6 3TA

Your Reference:

Our Reference:
P2G/0439

Date: April 2015

Dear Sirs,

**SECURITY ASPECTS LETTER PUMA HC2 PROGRAMME – CONTRACT P2G/0439 –
MISSIONS SUPPORT SYSTEM**

References:

- A. JSP440
- B. Puma HC2 Security Grading Guide Issue 2, dated Mar 2015

1. In accordance with Reference A, the Puma HC2 Security Grading Guide at Reference B sets out the security classification of the various elements of the Puma HC2. Please adhere to these classifications in any correspondence and documentation raised during the life of this project.
2. Any access to information on Ministry of Defence premises that may be needed will be in accordance with MoD security regulations under the direction of the Ministry of Defence Project Officer.
3. You are requested to acknowledge receipt of this letter confirming that:
 - a. The definition of the classified matter is understood and has been brought to the attention of the person directly responsible for the security of the contract.
 - b. The requirements and obligations set out above and in the contract document can and will be met at all times.

4. Any difficulties experienced or expected in interpreting and implementing the above should be reported immediately the undersigned in the first instance.
5. You are requested to confirm in writing that you understand and will implement the classifications as detailed above, also ensuring where necessary that this security aspects letter is flowed down to sub contractors.

[Original Signed]

for P2GPT

Copy to:

DE&S – ISS
Def Sy (S&T/Industry)

ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS

All work under the Contract shall be undertaken and completed on and subject to the Assumptions, Dependencies and Exclusions set out below:

s.43