



Ministry
of Defence

United Kingdom Defence Procurement Office

Contract No: UKDPO/00590

For:

The Provision of Rental Furniture in North America

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

**United Kingdom Defence Procurement
Office**

3100 Massachusetts Avenue NW
Washington, DC 20008

E-mail Address: *Redacted in accordance
with Freedom of Information Act 2000 (FOIA)
Section 40 (Personal Information).*

Telephone Number:

And

Contractor Name and address:

CORT Business Services Corporation
14850 Conference Center Drive, Ste 110
Chantilly, VA 20151

E-mail Address: *Redacted in accordance
with FOIA Section 40 (Personal Information).*

Telephone Number:

Facsimile Number:

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The Schedules that apply to this Contract are:

Schedule 1 Definitions of Contract

Schedule 2 Statement of Requirements

Schedule 3 Addresses and Other Information

Schedule 4 Contractors Sensitive Information

Schedule 5 Pricing Table's

Schedule 6 Security Aspects Letter

Schedule 7 Personal Data Particulars

Schedule 8 Sequential Order Form

Schedule 9 Key Performance Indicator's

Schedule 10 Cyber Implementation Plan

Schedule of Requirements

Ministry of Defence – United States		
Name and Address of Contractor: CORT Business Services Corporation 14850 Conference Center Drive, Ste. 110 Chantilly, VA 20151	Schedule of Requirements for: The Provision of Rental Furniture in North America	Contract Number: UKDPO/00590 Issued with: Offer of Contract Dated: 07 th January 2025

Requirements:

Line Item No.	Description	Firm-Fixed Price- \$ USD (inclusive of Tax)
1	Contract Years 1-3 The supply, delivery, and installation of fully assembled furniture Articles to the Authority's Residential locations, as ordered on an ad-hoc basis via the Sequential Order Form (in accordance with Condition 41 and Schedule 8). To include collection of delivered Articles on lease expiry.	Priced in accordance with Schedule 5.
2	Option Year 1 The supply, delivery, and installation of fully assembled furniture Articles to the Authority's Residential locations, as ordered on an ad-hoc basis via the Sequential Order Form (in accordance with Condition 41 and Schedule 8). To include collection of delivered Articles on lease expiry.	
3	Option Year 2 The supply, delivery, and installation of fully assembled furniture Articles to the Authority's Residential locations, as ordered on an ad-hoc basis via the Sequential Order Form (in accordance with Condition 41 and Schedule 8). To include collection of delivered Articles on lease expiry.	

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force, they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

- a. This Contract comes into effect on the Effective Date of Contract Award (date Authority countersigns the Contract) and has an initial term for a period of three years (the "Initial Term"), unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- b. The Contract will include the following irrevocable option periods which are Firm Fixed price in accordance with Schedule 5 (Pricing Tables). The option periods if invoked (in accordance with Condition 6, Contract Amendment), will run as follows:
 - (1) Option Period 1: period of one year upon expiry of the Initial Term
 - (2) Option Period 2: period of one year upon expiry of Option Period 1

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations, and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. The Contract shall be considered as a contract made in the United States and subject to the laws of the State of New York.
- b. Subject to Condition 29 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Federal Courts located in New York, New York of the United States of America to resolve, and the laws of the State of New York to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Any dispute arising out of or in connection with the Contract shall be determined within the New York jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under

New York jurisdiction.

d. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge, or encumbrance upon any of its properties or other assets.

e. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

f. The Contractor shall adhere to the principles of the implied terms detailed within the Uniform Commercial Code.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract);
- (2) Schedule 2 (Statement of Requirements);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 29 (Dispute Resolution).

6. Formal Amendments to the Contract

a. The Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf).

b. The written agreement of the parties shall be obtained only by:

- (1) a serially numbered amendment being issued to the Contractor by the Authority. The amendment shall come into force only when the Contractor has dispatched to the Authority an unqualified acceptance of the Authority's offer; or
- (2) the dispatch by the Authority of a serially numbered amendment letter as an unqualified acceptance of an offer from the Contractor.

c. Any purported amendment to the Contract which does not satisfy the terms of this Condition shall be of no effect. Where an amendment to Contract covering changed or additional requirements involves a change in price, the price shall be agreed prior to any authority to proceed being given by the Authority. However, in exceptional circumstances where the Authority wishes to add to the Contract requirement work, which is unpriced, the Authority shall have the right to negotiate prices.

7. Authority Representatives

a. Any reference to the Authority in respect of:

- (1) the giving of consent;
- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

b. The Authority's Representatives detailed in Schedule 3 (Addresses and Other Information) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall

by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

10. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

11. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

12. Transparency

a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish Transparency Information to the general public.

b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above, Where the Authority publishes Transparency Information, it shall:

- (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
- (2) taking account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:

- (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
- (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
- (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
- (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.

f. The Authority may disclose the Information:

- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
- (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

15. Change of Control of Contractor

a. The Contractor shall notify the Authority Commercial Officer at the address given in Schedule 3, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. For the purposes of this Condition 'control' means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- (1) by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- (2) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor, and a change of control occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor.
- c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have.
- d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15a. The Authority shall act reasonably in exercising its right of termination under this Condition.
- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain.

17. Contractor's Records

- a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- c. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - (1) the end of the Contract term;
 - (2) the termination of the Contract; or
 - (3) the final payment,
 whichever occurs latest.

18. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Addresses and Other Information);
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 2 (Statement of Requirements) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 2. The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 2; and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract, upon unqualified acceptance.
- b. The Contractor shall supply the Contract Deliverables to the Authority at the Firm Fixed Prices and within the Agreed Delivery Timeframes agreed in accordance with Condition 41 (Sequential Order), Schedule of Requirements and Statement of Requirement at Schedule 2.
- c. The Contractor shall ensure all Deliverables:
 - (1) correspond with the specification;
 - (2) are of Satisfactory Quality except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) Comply with the Safety Standards as provided in the Statement of Requirement at Schedule 2.

21. Packaging, Transportation and Delivery

- a. The Contractor shall ensure that the Articles are packed and secured for transport.
- b. The Contractor shall deliver Articles to the address specified within the Order in accordance with Condition 41 (Sequential Order).
- c. Until delivery, the risk of loss or damage to the Articles shall be with the Contractor.
- d. The Contractor shall be responsible for transporting the Articles supplied under the Contract from the point of origin to the location specified within the Sequential Order Form (Schedule 8). The Contractor shall also be responsible for all loading and unloading of the Articles upon arrival at the site.

22. Delivery / Collection

- a. The Contractor (or a third Party acting on behalf of the Contractor) shall, unless otherwise stated in writing deliver the Services in accordance with the terms of the Contract and Sequential Order Form;
- b. During delivery, the risk of loss or damage to the Articles shall be with the Contractor.
- c. Where the Contractor Deliverables are to be Collected by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall arrange with the Authority and comply with the process as set out in Condition 41, Sequential Order Form.
- d. Where the Contractor damages Personnel(s) property (i.e. damage to floors, walls, etc.) whilst delivering or collecting furniture Articles, the Contractor shall be liable for any damage caused and remitting appropriate payment to remedy.

23. Acceptance

- a. Acceptance of the Leased Articles shall occur fourteen (14) calendar days after delivery and installation of Articles provided the Authority does not inform the Contractor Articles delivered do not conform to the Specification or any other terms of the Contract and/or are rejected.

24. Rejection

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part) within the 14 days following delivery and installation. The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

Intellectual Property

25. Third Party Intellectual Property – Rights and Restrictions

- a. Notwithstanding anything in to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

Pricing and Payment

26. Pricing

- a. Pricing shall be a Firm -Fixed and inclusive of any applicable tax in accordance with Schedule 5 (Pricing Tables).

27. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer using Automated Clearing House (ACH) and prior to submitting any claims for payment the Contractor shall provide to the Authority the name and address of the bank, sort code, and account number to which payment should be made, and if requested by the Authority, any further information that may be required.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 28.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 27.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 27.c after a reasonable time, no less than 30 days, has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and

remedies under the Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

28. Invoices

- a. The Contractor shall submit all invoices for Articles and associated delivery fees monthly in arrears. For example, all Articles delivered and Accepted in the Month of October shall be billed in November, all Articles recorded as Delivered and Accepted in November shall be billed in December. Only Articles fully Delivered and Accepted shall be invoiced.
- b. Invoices submitted by the Contractor to the Authority shall include all necessary information in order for the Authority to process the invoice for payment.
- c. The monthly invoice submitted by the Contractor, shall as a minimum, include the following information:
 - (1) Monthly Invoice Number
 - (2) Monthly Invoice Total, including monthly rate billed for each order/address.
 - (3) Be broken down by UINs (as provided by the Authority on the Sequential Order Forms)
 - (a) Personnel names with applicable costings should be listed under the relevant UIN, with a grand total shown for each UIN.
 - (4) Individual Sequential Order Number(s).
 - (a) Date of Order, and delivery date
 - (b) Monthly Rental Rates, including 'to' and 'from' period date for the billing period in the invoice period.
 - (5) Any credits must be applied to the applicable individual and provided for on the invoice in a separate column and factored into the overall total for the relevant person(s), UIN, and grand total due by the Authority (less otherwise advised by the Authority).
 - (a) Any credits due from a failed KPI resulting in a five (5) percent deduction in accordance with Schedule 9 (Key Performance Indicator's) shall be applied to all individuals on the invoice for the applicable month and reflected in the overall total due by UIN, and the grand total owed by the Authority.
- d. The monthly invoices shall be sent to the Authority encrypted (password protected) in two formats, one (1) PDF format, and one (1) Excel Spreadsheet.

Termination

29. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 29.a the dispute shall be referred to mediation in accordance with the Commercial Mediation Procedures of the American Arbitration Association.
- c. Unless otherwise agreed between the parties, the mediator will be nominated by the American Arbitration Association.
- d. To initiate the mediation a party must give notice in writing to the other Party requesting mediation. A copy of the Notice should be sent to the American Arbitration Association.
- e. The mediation will start no later than 14 days after the date of the Notice. The performance of the Contract will not cease or be delayed by the reference to mediation pursuant to this Condition.
- f. In no event will the Contractor reduce, suspend or cease its performance hereunder due to a payment, Statement of Work, or other dispute, which is maintained by the Authority in good faith, unless and until a court of competent jurisdiction or an arbitrator rules that the Authority has breached this Agreement and that any reduction, suspension or ceasing of performance is justified.
- g. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

30. Termination for Insolvency or Corrupt Gifts

Insolvency:

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

Corrupt Gifts:

- b. The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:
 - (1) where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees);
 - (2) has offered, promised, or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (3) commits or has committed any prohibited act or any offence in relation to Bribery with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the

Crown;

(4) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

- c. In exercising its rights or remedies to terminate the Contract under Clause 30.b (1) the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its or their behalf) where the prohibited act is that of such employee.
 - (3) Where the Contract has been terminated under Clause 30.b (1) the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

31. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice.
The Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:
- (1) the Contractor taking all reasonable steps to mitigate such loss;
 - (2) the Contractor submitting a fully itemised and costs list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.
- b. The Contractor shall include in any subcontract over \$250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 31.a to 32.c except that:
- (1) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
 - (2) the Contractor's right to terminate shall be restricted by including the following additional clause, "provided that this right is not exercised unless the main contract, or relevant part, has been terminated by the UK Secretary of State for Defence".
- c. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or being due to the Contractor at the date of termination.
- (1) Where Termination is initiated outside of Condition 45 (Military Clause), Condition 55 (Lease Term Adjustment) shall apply.

32. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 32.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

33. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

Project Specific Conditions

34. Loss or Damage of the Articles

- a. In the event where Authority's Personnel damage or lose the Articles following delivery and prior to collection and whereby the Embassy has dictated that Personnel/Occupant are liable for the damage, the Contractor shall invoice the personnel/occupant directly and separate from the Authority.
- b. The Authority and Authority Personnel shall not be liable for 'wear and tear' caused by reasonable use of the Articles.

35. Cyber

- a. In this Condition, the following words and expressions shall have the meanings given to them, except where

the context requires a different meaning:

“Associated Company” means:

- (1) any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
- (2) any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

“Cyber Risk Profile” means the level of cyber risk relating to this Contract assessed by the Authority or in relation to any Sub-contract assessed by the Contractor, in each case in accordance with the Cyber Security Model;

“Cyber Implementation Plan” means the plan referred to in Clause c of this Condition;

“Cyber Security Incident” means an event, act or omission which gives rise or may give rise to

- (1) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
- (2) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
- (3) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
- (4) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
- (5) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;

“Cyber Security Instructions” means DEFSTAN 05-138, together with any relevant ISN and specific security instruction relating to this Contract issued by the Authority to the Contractor;

“Cyber Security Model” and **“CSM”** means the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service;

“Cyber Risk Assessment Process” means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Contract and any Sub-Contract;

“CSM Supplier Assurance Questionnaire” means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with this Condition;

“Data” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;

“DEFSTAN 05-138” means the Defence Standard 05-138 as amended or replaced from time to time;

“Electronic Information” means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“ISN” means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at: <https://www.gov.uk/government/publications/industry-security-notices-isns>;

“JsyCC WARP” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

“MOD Identifiable Information” means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;

“NSA/DSA” means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

“Sites” means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;

“Sub-contract” means any sub-contract awarded directly by the Contractor as a consequence of or in connection with this Contract;

“Sub-contractor” means a sub-contractor or any Associated Company of the Contractor who provides Contractor Deliverables in connection with this Contract but only to the extent that the Sub-contractor processes, stores or transmits MOD Identifiable Information under their Sub-contract;

“Supplier Cyber Protection Service” means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

b. Authority Obligations

The Authority shall:

- (1) Determine the Cyber Risk Profile appropriate to this Contract and notify the Contract of the same at the earliest possible date; and
- (2) notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Profile relating to this Contract, which shall be in accordance with Clause 35g.

c. Contractor Obligations

- (1) comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk balance case and any mitigation measures required by the Authority and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;
- (2) complete the CSM Risk Assessment Process in accordance with the Authority's instructions, ensuring that any change in the Cyber Risk Profile is notified to any affected Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor's supply chain or on receipt of any reasonable request by the Authority;
- (3) re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;
- (4) having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Condition in accordance with Good Industry Practice provided always that where there is a conflict between the Contractor's obligations under 35.c.(10) above and this 35.c.(4) the Contractor shall notify the Authority in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the Authority shall determine which standard or measure shall take precedence;
- (5) comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable;
- (6) notify the JsyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Contractors NSA/DSA, and in the case of a Sub-contractor also notify the Contractor, immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available;
- (7) in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Authority and the Contractors NSA/DSA in the circumstances and taking into account the Cyber Risk Profile; and consent to the Authority recording and using information obtained via the Supplier Cyber Protection Service in relation to the Contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Contractor and/or Sub-contractor as appropriate; and
- (9) include provisions equivalent to those set out in the Annex to this Condition (the "equivalent provisions") in all relevant Sub-contracts.

d. Management of Sub-Contractors

- (1) Provided that it is reasonable in all the circumstances to do so, the Authority agrees that the Contractor shall be entitled to rely on the self-certification by the Sub-contractor of their compliance with this Condition in accordance with 35.c.(1) above.
- (2) Where a Sub-contractor notifies the Contractor that it cannot comply with the requirements of DEFSTAN 05-138, the Contractor shall require a Sub-contractor to prepare and implement a Cyber Implementation Plan in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Contractor and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect the proprietary information of the Sub-contractor. Where the Contractor has reasonably relied on the Sub-contractor's self-certification and the Sub-contractor is subsequently found to be in breach of their obligations, the Contractor shall not be in breach of this Condition.
- (3) The Contractor shall, and shall require their Sub-contractors to, include provisions equivalent to those set out in the Annex to this Condition in all relevant Sub-contracts and shall notify the Authority in the event that they become aware of any material breach of the provisions set out in the Annex by their Sub-contractor.

e. Records

- (1) The Contractor shall keep and maintain, and shall ensure that any Sub-contractor shall keep and maintain, until 6 years after termination or end of Contract term or final payment under this

Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:

- (a) copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Condition, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Contractor and/or Sub-contractor; and
 - (b) copies of all documents demonstrating compliance with 35.c.(5) and in relation to any notifications made under 35.c.6 and/or investigation under 35.c (7).
 - (2) The Contractor shall, and shall ensure that any Sub-contractor shall, on request provide the Authority, the Authority's representatives and/or the Contractors NSA/DSA such access to those records under 35.e.(1) as may be required in connection with this Contract.
- f. Audit
- (1) In the event of a Cyber Security Incident the Contractor agrees that the Authority and its representatives, in coordination with the Contractor's NSA/DSA, may conduct such audits as are required to establish (i) the cause of the Cyber Security Incident, (ii) the impact of the Cyber Security Incident, (iii) the MOD Identifiable Information affected, and (iv) the work carried out by the Contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the Authority and the NSA/DSA.
 - (2) In addition to the rights in 35.f(1) above the Authority or its representatives and/or the Contractor's NSA/DSA, either solely or in any combination, may at any time during the Contract and for a period of six (6) years after termination of the Contract or the end of the Contract term or final payment under the Contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Contractor continues to hold MOD Identifiable Information:
 - (a) to review and verify the integrity, confidentiality and security of any MOD Identifiable Information; and
 - (b) to review the Contractor's and/or any Sub-contractor's compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and
 - (c) to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 35.e.(1)(a) and 35.e.1.b above.
 - (3) The Authority, acting reasonably and having regard to the confidentiality and security obligations owed by the Contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Contractor but shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the Authority any unsupervised access to any of the Contractor's information systems or electronic communications networks. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor and/or Sub-contractor or delay the provision of the Contractor Deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.
 - (4) The Contractor shall, and shall ensure that any Sub-contractor shall on demand provide the Authority and any relevant regulatory body, including the Contractor's NSA/DSA, (and/or their agents or representatives), together "the Auditors", with all reasonable co-operation and assistance in relation to each audit, including but not limited to:
 - (a) all information requested by the Authority within the permitted scope of the audit;
 - (b) reasonable access to any Sites controlled by the Contractor or any Associated Company used in the performance of the Contract to the extent required within the permitted scope of the audit and, where such Sites are out with the control of the Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and
 - (c) access to any relevant staff.
 - (5) The Authority shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice of its intention to conduct an audit.
 - (6) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Condition, unless the audit identifies a material breach of the terms of this Condition by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred (which shall be evidence to the Contractor) in the course of the audit.
 - (7) The Contractor shall in their Sub-contracts procure rights for the Authority to enforce the terms of clause 35.f of this Condition in accordance with the Contracts (Rights of Third Parties) Act 1999.
- g. General
- (1) On termination or expiry of this Contract the provisions of this Condition excepting 35.c(2) and 35.c(3) above shall continue in force so long as the Contractor and/or and Sub-contractor holds any MOD Identifiable Information relating to this Contract.
 - (2) Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract

- which existed at or before the date of termination or expiry.
- (3) The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both **provided always that** the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and **further provided that** such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.
 - (4) Subject to 35.g.3 above, where the Contractor seeks such adjustment or extension, the Authority will issue a Contract Amendment or any agreed alternative change control procedure to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within eight (8) weeks (or other period agreed by the parties) of the occurrence of the change in DEFSTAN 05-138 or Cyber Risk Profile or both, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk Profile or both whether or not the Contractor Change Proposal is rejected. If the Contractor does not agree with the Authority's determination, then the provisions of Condition 29 above or any agreed alternative dispute resolution procedure provided for in the Contract shall apply.
 - (5) The Contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Contractor and the Authority or with other bodies.

36. Transport

- a. The Contractor shall be responsible for transporting the Articles supplied under the Contract from the point of origin to the location requested on the Sequential Order form, and collection upon lease expiry. The Contractor shall also be responsible for all loading and unloading of the Articles upon arrival at the site including where necessary and the provision and operation of special handling equipment if required.
- b. Where the Contractor is delivering and/or collecting Articles to or from the Authority's personnel, they shall not be under the influence of drugs and/or alcohol, nor carry weapons of any sort (to mean no firearms, knives, etc.).

37. Disruption and Business Continuity & Disaster Recovery (BCDR) Plan

- a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- b. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.
- c. The Contractor shall provide and maintain a BCDR Plan to ensure that, in the event of industrial action by the Contractor's Team, disaster or cyber-attack provision of the Contractor Deliverables and Cyber Security is maintained. Contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.
- d. The Contractor shall preserve the integrity of the data it requires to perform this Contract and prevent the corruption or loss of such data and shall perform secure back-ups of this data in accordance with their corporate BCDR Plan.
- e. The BCDR Plan shall detail the processes and arrangements which the Contractor shall follow to ensure continuity and recovery of the business processes and operations following any failure or disruption in the Contractor's services in the event of an industrial action, disaster or cyber-attack.

38. Equality

- a. The Contractor shall not discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

- b. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this Condition by any of its employees, agents or other persons acting under its direction or control who are engaged in the performance of the Contract.
- c. The Contractor agrees to take reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its subcontractors to reflect this condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

39. Contractor's Warranties

- a. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) from the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceeding or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

40. Insurance

- a. The Contractor must have in force and will require any sub-contractor to have in force:
 - (1) employer's liability compulsory insurance;
 - (2) professional indemnity insurance;
 - (3) The policy or policies of insurance referred to in this Condition, and the copy of the certificate of insurance that the Contractor is required to display in the workplace under the Employers' Liability (Compulsory Insurance) Regulations, will be shown to the Authority whenever it requests, together with satisfactory evidence of payment of premiums.

41. Sequential Order

- a. The procedure and process for sequential orders under this contract are as follows:
- b. *Redacted in accordance with FOIA Section 43 (Commercial Interests).*

42. Amendments to Lease(s)

Redacted in accordance with FOIA Section 43 (Commercial Interests)

43. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 43.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 43.b.(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 43.b.(1) to 43.b.(4).

44. Collection of Articles Upon Expiry of Term

- a. Upon expiry of the lease term duration, the Contractor shall collect all Articles from the Residential Location, in accordance with Condition 41 (Sequential Order), and Schedule 8 (Sequential Order Form).
- b. As a minimum, the Authority will notify the Contractor 4 weeks prior to the required collection date. The Contractor shall provide available collection dates. The date accepted shall be considered the 'Agreed Date.'

c. *Redacted in accordance with FOIA Section 43 (Commercial Interests).* The Authority reserves the right to extend the term of Furniture Articles beyond the initial term. Any extension to the initial term shall be tasked via the Sequential Order Form, and in accordance with Condition 42 (Amendments to Leases).

45. Military Clause

a. If a member of the Authority is in or hereafter a member of the Armed Forces of the United Kingdom, NATO, or a MOD Civil Servant, on extended active duty or is transferred under Permanent Change of Station (PCS) orders during the lease term provided for on the Sequential Order Form, he/she may terminate a lease by giving Thirty Days (30) written notice to that effect, together with a certified copy of the orders. A transfer out of the area is defined as at least thirty-five (35) miles from the location provided for in the Sequential Order Form. Any charges shall be pro-rated accordingly and reflected on the monthly invoice, in accordance with Condition 28 (Invoices).

46. Data Protection

Redacted in accordance with FOIA Section 43 (Commercial Interests).

47. Limitation of Contractor's Liability

Redacted in accordance with FOIA Section 43 (Commercial Interests).

48. KPI's and Performance Management

- a. The Key Performance Indicators (KPIs) within Schedule 9 identify the Authority priorities for Contractor.
- b. Performance against each of the Key Performance Indicators shall be measured by the Contractor monthly in accordance with the process set out within Schedule 9. The Authority shall have the right to audit and additional supporting information as required.
- c. Where the Contractor fails to meet the KPI measures in two consecutive months a credit note shall be issued (value *Redacted in accordance with FOIA Section 43 (Commercial Interests)*) of the total invoice for the second month) and applied to the next invoice issued.
 - (1) The parties acknowledge and agree that the Contractor's failure to meet 1 or more of the KPI's under this condition shall not be deemed to be a Material Breach unless a KPI is failed at least four months within a six-month period.
 - (2) The Contractor shall apply the credit in accordance with Condition 28 (Invoices).
- d. The Contractor shall not be liable for any KPIs failure that is caused by the actions or omissions of the Authority.
- e. Performance against KPIs shall be reported in accordance with Condition 19 (Progress Reports and Meetings) and the performance measurements as described in Schedule 9.

49. Official Sensitive Security Requirements

Redacted in accordance with FOIA Section 43 (Commercial Interests).

50. Sales and Use Tax

Redacted in accordance with FOIA Section 43 (Commercial Interests).

51. Title

Redacted in accordance with FOIA Section 43 (Commercial Interests).

52. Customer Protection Plan and Self-Insurance

Redacted in accordance with FOIA Section 43 (Commercial Interests).

53. Force Majeure

- a. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract if such delay or failure results from a 'Force Majeure Event.'
- b. For the purposes of this Contract, a Force Majeure Event is defined as one of the following:
 - (1) Acts of nature;
 - (2) War;
 - (3) Hostilities, civil disturbances (i.e. riots, national strikes);
 - (4) Fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence;
 - (5) Terrorism
- c. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this

Contract, and the actions proposed to mitigate its effect.

- d. Subject to Clause 53e below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
- e. The maximum extension of time granted under this clause shall be limited to three months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

54. Extent of Client Liability

- a. *Redacted in accordance with FOIA Section 43 (Commercial Interests).*

55. Lease Term Adjustment

Redacted in accordance with FOIA Section 43 (Commercial Interests).

Contract UKDPO/000590 for the Provision of Rental Furniture for the United States

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

For and on behalf of the Company Name [insert company name in full]:

Name, Title and Company Position	<i>Redacted in accordance with FOIA Section 40 (Personal Information).</i>
Signature	<i>Redacted in accordance with FOIA Section 40 (Personal Information).</i>
Date	07/01/2025

For and on behalf of the Secretary of State for Defence

Name and Title	<i>Redacted in accordance with FOIA Section 40 (Personal Information).</i>
Signature	<i>Redacted in accordance with FOIA Section 40 (Personal Information).</i>
Date	08/01/2025

Schedule 1 - Definitions of Contract UKDPO/00590

Articles	means the Contractor Deliverables (goods and/or the services), supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Statement of Requirements),
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Addresses & Other Information) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 22.c and Collected and Collection shall be construed accordingly;
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified on the Sequential Order Form to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Addresses and Other Information);
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, supplied in accordance with any (QA requirements if specified) which the Contractor is required

to provide under the Contract;

Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
BDS Finance	<p>means British Defence Staff Finance, at the address stated in Schedule 3 (Addresses & Other Information);</p>
Deliver	<p>means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 22 and Delivered and Delivery shall be construed accordingly;</p>
Delivery Date	<p>means the date as specified in Schedule 2 (Statement of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;</p>
Effective Date of Contract	<p>means the date upon which both Parties have signed the Contract;</p>
Firm Fixed Price	<p>means a price (including tax) which is not subject to variation;</p>
First-Tier Sub-Contractor	<p>means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;</p>
Information	<p>means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;</p>
Lower-Tier Sub-Contractor	<p>means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;</p>
Notices	<p>shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;</p>
Overseas	<p>shall mean non UK or foreign;</p>
Packaging	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
Parties	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>

Performance Information	means any of the Information in Schedule 9 as it relates to Key Performance Indicator.
Schedule of Requirements	means Schedule 2 (Statement of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Sensitive Information	means the Information listed in the completed Schedule 4 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Statement of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Personal Data	means any information that relates to an identified or identifiable living individual, including personnel's names, addresses and contact information such as telephone numbers and email addresses.
Cyber	means of, relating to, or involving computers or computer networks (such as the Internet) the cyber marketplace, and as further defined in Contract Condition 35.

Schedule 2: Statement of Requirement

Summary of Requirement and Deliverables

The supplier will be expected to successfully deliver quality furniture that is fit for purpose to locations identified in Schedule 5 (Pricing Tables) in a timely manner.

The supplier is required to have a business support or operational assistance team/point of contact to help coordinate deliveries, answer queries, and correct issues as they arise. A rep, coordinator, or account manager is requested to work directly with the Embassy to ensure satisfaction across the board.

The provided furniture should be consistent with the furniture that is supplied to our service personnel in terms of number of items entitled to the specific provision (see Schedule 2, Annex B). The furniture should be in like style/colour and be fit for purpose. All furniture should be free from damage, blemishes, and major defects. The furniture should have pleasant and simple aesthetics, light/neutral colours, should be easy to clean (stain resistant), should be durable, and ergonomically comfortable. The furniture should be reasonable value and quality to last five years.

It is the Authority's policy to manage the impacts of its procurement activities by employing sustainable development principles. The Contractor is required to demonstrate management of environmental aspects that will drive reductions in negative environmental impacts and the optimisation of positive environmental impacts.

Please refer to below Schedule 2, Annex A to SOR – Statement of Requirement (SOR) for a more detailed breakdown of the requirement and deliverables.

Annex A to Schedule 2 – Statement of Requirement (SOR)

Annex A to Schedule 2 has been redacted in its entirety accordance with the FOIA, under Section 43, (Commercial Interests).

Annex B to Schedule 2

Annex B to Schedule 2 has been redacted in its entirety accordance with the FOIA, under Section 43, (Commercial Interests).

Schedule 3 - Addresses and Other Information

Schedule 3 has been redacted in its entirety in accordance with FOIA, Section 40 (Personal Information).

**Schedule 4 - Contractor's Sensitive Information (i.a.w. Condition 12) for
Contract No: UKDPO/00590**

Schedule 4 has been redacted in its entirety in accordance with the FOIA Section 43, (Commercial Interests).

Schedule 5 – Pricing Agreement

Schedule 5 has been redacted in its entirety in accordance with the FOIA Section 43, (Commercial Interests).

Schedule 6 - SECURITY ASPECT LETTER

Schedule 6 has been redacted in its entirety accordance with the FOIA, under Section 43, (Commercial Interests).

Schedule 7 - Personal Data Particulars

Schedule 7 has been redacted in its entirety in accordance with the FOIA Section 43, (Commercial Interests).

Schedule 8 Sequential Order Form

Schedule 8 has been redacted in its entirety in accordance with the FOIA Section 43, (Commercial Interests).

Schedule 9 – Key Performance Indicator Data Report (iaw. Contract Condition 48) for Contract No: UKDPO/00590

Schedule 9 has been redacted in its entirety in accordance with the FOIA Section 43, (Commercial Interests).

Schedule 10 – Cyber Implementation Plan

Schedule 10 has been redacted in its entirety in accordance with the FOIA Section 43, (Commercial Interests).