

Details of Information Redacted From Published Version of Contract FATS5/FMSP015

All Documents

Security Classification Removed

Schedule 3 (Tasking form)

Personal details removed under DPA 2018

Statement of Requirement

Page 4 - Background/Justification removed under FOI 2000, Section 43

Contract Terms and Conditions

Page 6 – Key Deliverables Template removed under FOI 2000 Section 22

Page 9 – Key Deliverables and % removed under FOI Section 22

Page 9 – Values removed under FOI 43

Page 12 - Section 4 personal details removed under DPA 2018

Appendix 1 to Schedule 3

Page 16 – Section 9 location removed under FOI 2000 Section 41

Page 16 – Section 10 Aggregate Call Off Liability Cap removed under FOI 2000 Section 43

Appendix 3 to Schedule 3 (Price Summary)

Removed under FOI 2000 Section 43

DEFFORM 111

Removed under DPA 2018

Glossary

DPA 2018 - Data Protection Act 2018

FOI 2000 – Freedom of Information Act 2000

Section 22 – Information Intended for Future Publication Exemption

Section 41 – Information Provided in Confidence Exemption

Section 43 – Commercial Interests Exemption

Schedule 3 (Tasking Form)

Tasking Identification

Unique Tasking Order Number	FATS5/FMSP/015	Version No. & Date	5 - 27/03/19
FATS Business Case Number	Original FBC- FBC7144 Amendment FBC <i>(FATS team supplied)</i>	Supplier Reference Number	FATS5/FMSP/015
Project / Equipment for which task is in support	Future Maritime Support Programme	UOR	

Task Title: PSS Support for Causal Modelling on behalf of FMSP

Filter Name and Number: 25 – Operational Analysis

Please refer to FATS Customer Guidance for definition of Work Category

Directorate & PT / Organisation Title	DE&S Ships, FMSP	Supplier Name	PA CONSULTING SERVICES LIMITED
PT Leader/ Project Manager	DPA 2018	Post	
Post	Head - FMSP	Address	10 BRESSENDEN PLACE
Address	MOD DE&S		LONDON
	Abbeywood South		
	Bristol		
Postcode	BS34 8JH	Postcode	SW1E 5DN
Telephone / Fax No		Telephone / Fax No	
E-mail	DPA 2018	E-mail	DPA 2018
UIN & RAC		CPV Code	NULL

Date Tasking Issued: 27/03/19

Deadline for Authority's receipt of Tenderer's response to the Tasking:

1. Schedule of Requirements

Brief summary of requirement – expand/delete rows as appropriate (full details appear below in the Statement of Requirement)

Item No	Description	Firm Price £ (Ex VAT)
1	PSS Support for Causal Modelling on behalf of FMSP	£810,084

STATEMENT OF REQUIREMENT

Unique Tasking Number FATS5/FMSP/015	Issue Number & Date 1	Supplier Reference Number: FMSP
Task Title: PSS Support for Causal Modelling on behalf of FMSP		
Brief Description of Task (or see attached detailed Statement of Requirement):		
1. PURPOSE		
1.1 The Maritime Support Delivery Framework (MSDF) contracts with Babcock Marine and BAES currently provide a key mechanism through which Royal Navy complex warships, Submarines and Naval Bases are supported and operated. These contracts expire on 31 Mar 2020. 1.2 The Future Maritime Support Programme (FMSP) has been established to deliver the required scope of support from Apr 2020 to ensure the Royal Navy (RN) is able to deliver the key strategic requirements of the Continuous At Sea Deterrent, Carrier Enabled Power Projection, the capabilities needed for Maritime Task Groups and its other global commitments. 1.3 FMSP will deliver transformational change and new ways of working, reducing costs and providing a better level of service for the Navy, by disrupting monopoly suppliers and increasing competition across the supplier landscape by disaggregating RN Base Support into discrete Lots. 1.4 The FMSP team is seeking external assistance to conduct Causal Modelling which captures and analyses Support Elements Interfaces and Dependencies, Lot-By-Lot and as a fully coherent integrated solution. This innovative approach requires sophisticated bespoke Causal Modelling Software and SQEP, none of which currently resides in MoD.		
2. THE CONTRACTING AUTHORITY		
2.1 This work is led by Defence Equipment and Support (DE&S) within the Ministry of Defence.		
3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT		
3.1 MSDF currently provides a diverse range of services critical to the support and operation of the RN's Complex Warships, Submarines and Naval Bases. It was approved in Sept 2014, and it consolidated contracting activity with two Industrial Participants, Babcock Marine (BM) and BAE Systems (BAES), by placing a single, unified (multi-activity) contract on each of the suppliers for Naval Base, Ship, and Submarine outputs. FMSP focus will be aimed at the 5 Strategic Objectives: <ul style="list-style-type: none">• 22-30% Cost Saving• Improved Performance• Increased Base Resilience• Increase SQEP• Increase RN Retention.		

3.2 The Causal Modelling analysis will support achieving a more favourable FMSP solution at a higher level of confidence, by directly satisfying all discrete Deliverables itemised in Section

4. THE REQUIREMENT

4.2 The Causal Modelling task will involve:

4.3 Maintenance, refinement and interrogation of a Maritime wide causal model, reflecting the interrelationships and dynamics between support elements and supporting the development of the FMSP solution and realisation of expected benefits by:

4.3.1 Modelling individual Lots against OBR approach as detailed in High Level Design Matrix to identify strengths and weaknesses in the adopted approach.

4.3.2 Modelling all Lots in an Enterprise Model to ensure coherency in OBR approach in order to gain confidence in 'Lot Integration'.

4.3.3 Proving theory in Item 1 by testing Individual Lot submissions/bids for coherency and completeness against desired Output Based Requirements.

4.3.4 Proving theory in Item 2 by Modelling interdependencies between Lot submission/bids to ensure coherence of Lot boundaries and procurement choices, performance measures/incentives and an ultimately an effective fully integrated solution.

4.3.5 Ensuring there is a mechanism to update both Model construct and underpinning data subject to Lot bid submission changes

4.4 There needs to be a clear and auditable approach to realising contribution to delivering against 5 Strategic Benefit (Improved Support Performance; Reduced Support Cost; Increased Naval Base Resilience; Increased RN retention; Increased SQEP)

4.5 The Causal Modelling analysis will support achieving a more favourable FMSP solution at a higher level of confidence, by directly satisfying all discrete Deliverables itemised in Paragraph 17 and adhering to the benefits realisation detailed in paragraphs 19-23.

5. AUTHORITY'S RESPONSIBILITIES

5.1 The Authority is responsible for providing to the Supplier the relevant data and policy direction in order to provide guidance and advice on delivering against key milestones. The Authority will also provide wider stakeholder guidance across the Department to understand interdependencies and systems access.

Background/Justification:

FOI 2000 s.43

Activities to be Undertaken:

Maintenance, refinement and interrogation of a Maritime wide causal model, reflecting the interrelationships and dynamics between support elements and supporting the development of the FMSP solution and realisation of expected benefits

Deliverables: (insert here or below Key Deliverables template)

See Key Deliverables template below

Acceptance/Rejection criteria / provisions

Acceptance: see Key Deliverables template below

Rejection: see Key Deliverables template below

Key Project Indicators (KPIs) and Performance Management Requirements

No KPIs. Causal Modelling completion accompanied with presentation/report of findings and recommendations will act as performance management criteria

Government Furnished Assets (GFA) (List all GFA applicable to the task in accordance with DEFCON 611 (Edn 02/16) & 694 (Edn 03/16))

Government Furnished Information consisting of data from the FMSP tenders

Additional Quality Requirements & Standards:

None

Timescale:

Commencement Date :Commencement of services deemed to be 11/02/2019

Delivery Date: 30/11/2019

Project Manager: DES Ships FMSP-ModSpt

Signature:

Date: 27/03/2019

KEY DELIVERABLES TEMPLATE

FOI 2000 s.22

2. Order Conditions

All conditions of the framework shall apply as supplemented by the terms selected below. The two sets of conditions become a binding contract at the time of signature on the Schedule.

Type of Contract	
Competitive Competitive Award Criteria Weightings	<input type="checkbox"/>
Reverse Auction used?	<input type="checkbox"/>
Single Source	<input checked="" type="checkbox"/>

General Conditions			
DEFCON 624 (Edn 04/10) – Use of Asbestos in Arms, Munitions or War Materials	<input type="checkbox"/>	DEFCON 603 (Edn 10/04) – Aircraft Integration and Clearance Procedure	<input type="checkbox"/>
DEFCON 176A (Edn 06/08) - MOD Requirements For Competition In Subcontracting (Non-Competitive Main Contract)	<input type="checkbox"/>	Additional Conditions <i>A sheet is to be attached detailing any conditions that have been added</i>	<input type="checkbox"/>
DEFCON 514A (Edn 03/16) Failure of Performance under Research and Development Contracts	<input type="checkbox"/>		

Special Indemnity Conditions	
DEFCON 661 (Edn 10/06) – War Risk Indemnity	<input type="checkbox"/>
DEFCON 661A (Edn 05/02) – War Indemnity Risk (Alternative Version)	<input type="checkbox"/>
DEFCON 684 (Edn 01/04) – Limitation upon Claim in Respect of Aviation Products	<input type="checkbox"/>
DEFCON 638 (Edn 12/08) – Flights Liability and Indemnity	<input type="checkbox"/>

Pricing Conditions Required	
Firm Priced at Outset (<i>this applies to all tasks other than by exception</i>)	<input checked="" type="checkbox"/>
For single source tasks valued below £5M, the following conditions shall apply: DEFCON 127 (Edn 12/14) – Price Fixing Condition for Contracts of a Lesser Value DEFCON 800 (Edn 12/14) – Qualifying Defence Contract DEFCON 801 (Edn 12/14) – Amendments to Qualifying Defence Contracts – Consolidated Versions. DEFCON 802 (Edn 12/14) – QDC – Open Book on sub-contracts that are not Qualifying Sub-Contracts. DEFCON 803 (Edn 12/14) – QDC: Disapplication of Protection against Excessive Profits and Losses (PEPL) DEFCON 804 (Edn 12/14) – QDC: Confidentiality of Single Source Contract Regulations	<input type="checkbox"/>

Pricing Conditions Required

Information. DEFCON 811 (Edn 12/14) – Single Source: Profit and Loss sharing on FIRM/FIXED Price Contracts. DEFCON 812 (Edn 04/15) – Single Source Open Book DEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contracts	
Exceptionally, if other than Firm Priced at Outset (<i>include additional conditions in attachment & complete Appendix 4</i>)	<input type="checkbox"/>

Payment Terms*(Use of CP&F and Payment on Completion are the default)*

DEFCON 522 (Edn 18/11/16)	<input checked="" type="checkbox"/>	Milestone/Stage Payments <i>(see DEFCON 649 (Edn 07/99) below)</i>	<input checked="" type="checkbox"/>
DEFCON 5J (Edn 03/15) – Unique Identifiers	<input type="checkbox"/>	DEFCON 649 (Edn 07/99) – Vesting <i>(applicable to Tasks with deliverables where provision has been made for milestone/Stage payments in advance of completion)</i>	<input checked="" type="checkbox"/>
DEFCON 129 (Edn 07/08) – Packaging (For Articles other than Ammunition & Explosives)	<input type="checkbox"/>		
OGD Payment Arrangements <i>For tasks placed by other Government departments, please provide full details of the payment procedure to be followed, as an attachment to this tasking form.</i>			<input type="checkbox"/>

Milestone/Stage Payments <i>(Expand table as appropriate)</i>		Due Date	%	Value £ (ex VAT)
Milestone/Stage No	Key Deliverable			
1	FOI 2000 s.22	31/03/2019	FOI 2000 s.22	FOI 2000 s.43
2	FOI 2000 s.22	31/03/2019	FOI 2000 s.22	FOI 2000 s.43
3	FOI 2000 s.22	31/03/2019	FOI 2000 s.22	FOI 2000 s.43
4	FOI 2000 s.22	15/11/2019	FOI 2000 s.22	FOI 2000 s.43
5	FOI 2000 s.22	15/11/2019	FOI 2000 s.22	FOI 2000 s.43
6	FOI 2000 s.22	30/11/2019	FOI 2000 s.22	FOI 2000 s.43

Intellectual Property Rights

Completion of this section is **mandatory**. Select the appropriate condition(s) by ticking the boxes below after consulting FTS/STS Customer Guidance or with DIPR, if appropriate. In the event that no boxes are ticked in this section (Intellectual Property Rights), all intellectual property generated under the Task shall be subject to the terms of DEFCON 703.

DEFCON	Tick	As Applicable	Tasking Order Line Item (tick as appropriate)
<u>If DEFCON 703 does not apply then select either:</u>			
DEFCON 705 (Edn 11/02)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
<u>OR:</u>			
DEFCON 14 Edn 11/05, 15 21 ,126 Edn 11/06 & DEFFORM 315	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 Edn 11/05, 16 Edn 10/04, 21 & DEFFORM 315	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 Edn 11/05, 90 Edn 11/06 & 126 Edn 11/06)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 (Edn 11/05), 91 (Edn 11/06) & 126 (Edn 11/06)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
Other, as specified in a special IPR condition to be applied to the Tasking Order	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
No intellectual property conditions apply (<i>refer to DIPR before ticking this box</i>).			<input type="checkbox"/>

Issue of Government Stores

DEFCON 23 (Edn 08/09)* – Special Jigs, Tooling and Test Equipment	<input type="checkbox"/>
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Controlled Information

Issue of Controlled Information (<i>subject Condition 50 of Schedule 1) Security Aspects Letter issued with this task.</i>	<input checked="" type="checkbox"/>
<i>(if ticked then list Controlled Information and attach list to Tasking Form)</i>	

Payment of Customs Duty – select one box only

DEFCON 619A (Edn 09/97) - Customs Duty Drawback	<input type="checkbox"/>	Issue of Certificate in accordance with EU (Council) Regulation 150/2003	<input type="checkbox"/>
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Progress Reports				
If ticked, progress reports must utilise the current version of DRRS Format Standards for Scientific and Technical Reports Prepared for the United Kingdom Ministry of Defence.	<input type="checkbox"/>	DEFCON 642 (Edn 06/14) – Progress Meetings	<input checked="" type="checkbox"/>	Frequency required
Brief Description				

Transport – select one box only			
DEFCON 621A (Edn 06/97) – Transport (if the Authority is responsible for transport)	<input type="checkbox"/>	DEFCON 621B (Edn 10/04) – Transport (if the Contractor is responsible for transport)	<input type="checkbox"/>

Quality Assurance Conditions	
According to the product or scope of the work to be carried out, the Contractor shall meet the requirements of:	
AQAP 2110 – NATO Quality Assurance Requirements for Design, Development and Production	<input type="checkbox"/>
Deliverable Quality Plan requirements	
DEFCON 602A (Edn 12/06) - Quality Assurance with Quality Plan	<input type="checkbox"/>
DEFCON 602B (Edn 12/06) - Quality Assurance without Quality Plan	<input checked="" type="checkbox"/>
AQAP 2105 – NATO Requirements for Delivering Quality Plans	<input type="checkbox"/>
Software Quality Assurance requirements	
AQAP 2210 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110	<input type="checkbox"/>
Air Environment Quality Assurance requirements	
Def. Stan. 05-100 – Ministry of Defence Requirements for Certification of Aircraft for Authorised Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)	<input type="checkbox"/>
Relevant MAA Regulatory Publications (See attachment for details)	<input type="checkbox"/>
Additional Quality Requirements (See attachment for details)	<input type="checkbox"/>

Warranty	
Express Warranty (See attachment for details)	<input type="checkbox"/>
Warranty – remedies implied by general law	<input checked="" type="checkbox"/>

Security	
DEFCON 659A (Edn 11/14) – Security Measures Cyber Risk Reference: RAR-BDMD6SWA	<input checked="" type="checkbox"/>

3. Price

TOTAL CONTRACT PRICE	TYPE OF PRICING
£810,084	Firm Price

4. Authority Tasking Order Commercial Officer Authorisation

Name	DPA 2018		
Position	DES Ships FMSP-Comrcl-1b1a		
Signature			
Date	27/03/19	Telephone Number	DPA 2018

5. Acknowledgement by supplier

Name			
Position			
Signature			
Date		Telephone Number	

6. Record of Authorised Changes

CHANGE ISSUE NUMBER	DATE OF ISSUE	COMMENTS / REASON FOR CHANGE

7. Final Administration

On receipt of the tasking acknowledgement from the Contractor, the **Authority's Commercial Manager (who placed the task)** must send a copy of the acknowledged final tasking order form together with a completed DEFFORM 57 AND DEFFORM 111 (Edn 07/12) to:

DBS Finance
Walker House
Exchange Flags
Liverpool
L2 3YL

For OGDs Only

A copy of the acknowledged final tasking form must be sent by the **Authority's Commercial Manager (who placed the task)** and by the Contractor electronically to the FATS Team at the following address:

defcomrclcc-fatscases@mod.uk

Def Comrcl CC-TechSpt1c
Spruce 3b #1301
MOD Abbey Wood South
Bristol
BS34 8JH

Appendix 1 to Schedule 3)

1.1 GENERAL CONDITIONS

1.1.1 In this FATS Tasking Form the following terms shall, unless the context otherwise requires, have the following meanings:

“Authority Premises” means any premises or other establishment located in the United Kingdom owned by or otherwise occupied or used by the Authority.

“Call-Off Task” means the consultancy services described in the Statement of Requirement (such services being the “Call-Off Services” and such requirement being the “Requirement”) required by the Authority to be delivered by the Contractor under this Contract.

“Call-Off Task Commencement Date” means 27 March 2019;

“Contractor Deliverable” means each or any deliverable (other than the Results (as defined in DEFCON 703)) supplied or to be supplied by or on behalf of the Contractor to the Authority in connection with the performance of the Call-Off Task.

“Project” means the preparation and finalisation of any and all documentation (including reports), information and data relating to the Future Maritime Support Strategy Programme; and

“Task Price” means the aggregate of the amounts payable by the Authority to the Contractor in connection with the Contractor’s performance of the Call-Off Task in accordance with the terms of this Contract, such amount being specified in Section 3. Price.

2 DEFCON658 (Edn.10/17) - Cyber

Further to DEFCON 658 the Cyber Risk Level of the Contract is Low, as defined in Def Stan 05-138.

2.1 SPECIFICATION PLANS

2.2 DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

3 PRICE

3.1 The Contractor acknowledges and agrees that the Call-Off Task is subject to the provisions of the Contract and that the Task Price:

a. includes all costs, charges, fees and expenses incurred or to be incurred by the Contractor in performance of the Call-Off Services, including in relation to (but not limited to) travel, accommodation and subsistence associated with Contractor’s attendance at any Authority Premise(s) for any period of time required for the Contractor to perform the Call-Off Services; and

b. is firm and not subject to variation other than in accordance with the provisions of DEFCON 503.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 DEFCON703 (Edn.08/13) - Intellectual Property Rights - Vesting in the Authority

3.2 In addition to and without prejudice to the Authority’s other rights provided in relation to this Call-Off Task all intellectual property generated under or in relation to the Call-Off Task shall be subject to the terms of DEFCON 703 (which is hereby incorporated to apply to such task). The Contractor acknowledges and agrees that (in addition to its rights under DEFCON 703) the Authority shall be entitled to edit or modify the content of the Results and/or each or any of the Contractor Deliverables when incorporating or referring to the Results and/or such deliverable in whole or part into other documents and data prepared or assembled by or on behalf of the Authority in connection with the

Project.

4 LOANS

Not Applicable

5 Delivery

5.1 Unless instructed otherwise by the Authority in writing, the Contractor shall place all Results (as defined in DEFCON 703) and all other Contractor Deliverables relating to the Project in the Microsoft Office SharePoint Server (MOSS) site made available on or about the Call-Off Task Commencement Date by the Authority to the Contractor as a document and data repository for such task.

5.2 The Contractor shall ensure that all Results and Contractor Deliverables, other than scanned documents, in connection with the Project shall be content readable native files or accompanied by content readable native renditions of the files.

6 CONTRACT ADMINISTRATION

6.1 DEFCON642 (Edn.06/14) - Progress Meetings

The frequency of progress meetings is weekly. The times of progress meetings will those advised from time to time by the Project Manager.

6.2 The Contractor further acknowledges and agrees that:

a. the Authority may in connection with the Call-Off Task require the Contractor and/or any of its personnel to access, and conduct activities in relation to Call-Off Task at, one or more Authority Premises in connection with the Project; and

b. the Contractor's access to those establishments and to Controlled Information is conditional upon and subject to the Contractor's personnel obtaining and maintaining security clearance at the appropriate level; and

c. if any Contractor personnel fails to obtain, maintain or renew his or her security clearance, the Contractor shall promptly notify the Authority to such effect and replace those personnel with another or others of equal or greater skill, knowledge and experience relevant to the discharge of the Call-Off Task and possessing the appropriate security clearance; and

d. it remains the responsibility of the Contractor to ensure that it has and maintains appropriate resources (including personnel) at all times to discharge its obligations under this Contract in relation to the Call-Off Task and that accordingly any personnel substitution shall not (without limitation to the generality of Condition 2.3.1) result in an increase to the Task Price or relieve the Contractor from any of its obligations under this Contract in relation to the Call-Off Task, including in connection with the scheduled end date of the Call-Off Task specified in the Requirement.

6.3 The Contractor shall within five Business Days after the Contractor's acceptance of the Call-Off Task submit a completed DEFFORM 539A to the Authority identifying those parts of the task that the Contractor reasonably considers to be commercially sensitive for the purpose of DEFCON 539

6.4 For Deliverables 1,2,4 and 5 detailed in Section 5 above, the supplier shall provide a report to the Authority detailing Analyses conducted. This will include referencing assumption/data used in conducting Causal Modelling. Results of Causal Modelling captured in the Report will identify issues, risks and recommendations to High level Design approach and Tender Return Solutions.

7 SECURITY REQUIREMENTS

7.1 The supplier will comply with relevant Defence policies and procedures, including those related to security and working within MOD premises, as specified in the Contract Document Terms and Conditions and relevant Defence Policy and Guidance.

- 7.2 All personnel assigned to this Contract based in the UK must as a minimum have BPSS clearance and those based in USA appropriately security cleared to within one month of Award. This must be retained throughout the Contract term and all conditions of the attached SAL to be followed.
- 7.3 Any data to be processed on behalf of the MOD will be anonymised before transferring to the Supplier so that it is no longer sensitive.

8 PAYMENT

- 8.1 The Supplier may only submit invoices through the Authority's electronic supplier collaboration portal. The Supplier will be required to register with this service and complete the onboarding process.
- 8.2 Payments will be made following satisfactory delivery of scheduled deliverables. the Contractor shall provide, with each claim for payment in relation to its performance of the Call-Off Task, evidence to the reasonable satisfaction of the Authority that the acceptance criteria specified in the Requirement for the respective milestone (as so specified) have been met in full.
- 8.3 if the Authority is not reasonably satisfied that the acceptance criteria has been met in full, the Authority shall notify the Contractor to such effect. Subject to the respective rights of the Parties under DEFCON 530, the Authority shall not be liable for any payment relevant to the achievement of any such milestone unless and until the Contractor has met all such criteria relevant to such milestone.
- 8.3 The Authority will have no obligation to pay the final milestone payment until all work and deliverables have been completed to the satisfaction of the Authority, and the Supplier has completed all of its obligations under the contract.
- 8.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and accepted by the Authority.

9 LOCATION

- 9.1 The location where Causal Modelling activity will be carried out at will be at FOI 2000 s.41. Data collection and meetings may be necessary at DE&S, Abbey Wood, Bristol, BS34 8JH and Naval Bases Clyde, Devonport and Portsmouth, and at the Supplier's premises if required.

10 AGGREGATE LIABILITY CAP

- 10.1 In this Condition 16 the following terms shall, unless the context otherwise requires, have the following meanings:

"Affiliate" means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in Section 1159 of the Companies Act 2006;

"Aggregate Call-Off Liability Cap" means an aggregate amount equal to FOI 2000 s.43 of professional fees;

"Call-Off Contract" means this FATS 5 Tasking (FATS 5 Reference Number FMSP/015) entered into between the Authority and the Contractor for the provision of certain support by the Contractor in connection with the Future Maritime Support Strategy Programme, such tasking being placed on and

subject to the terms of this FATS Tasking Form and the Framework Agreement;

“Contractor” means the supplier engaged under this Call-Off Contract to provide the Services specified in this Call-Off Contract, such supplier being PA Consulting Services Limited (as further specified in the Call-Off Contract);

“Contractor Related Party” means:

- a. any officer, servant, consultant or agent of the Contractor or any Affiliate of the Contractor;
- b. any sub-contractor (of any tier) of the Contractor; or
- c. any other person (not identified in a. and b. immediately above) on or at any of the Authority Sites at the express or implied invitation of the Contractor;

“Framework Agreement” means the framework agreement for technical support (No. 5) entered into between the Authority and (amongst others) the Contractor on 27 March 2019, as amended from time to time in accordance with its terms;

10.2 Notwithstanding any other provision of this Call-Off Contract (other than Conditions 10.3 and 10.4, to which this Condition 10.2 is subject), the maximum aggregate liability of the Contractor to the Authority with respect to claims arising out of or in connection with the performance of this Call-Off Contract alone shall not exceed (and shall be limited to) the Aggregate Call-Off Liability Cap.

10.3 In respect of any liability under or in relation to this Call-Off Contract the following matters shall not be subject to (and shall not count towards) the Aggregate Call-Off Liability Cap:

- a. any liability identified in Clause 26.1 of the Framework Agreement;
- b. any liability of the Contractor arising in connection with the early termination or expiry of the Framework Agreement, irrespective of (in the case of the early termination of the Framework Agreement) whether or not the cause of such termination has arisen out of or in connection with this Call-Off Contract;
- c. (without limitation to sub-Condition b. immediately above) any liability or liabilities arising out of any act(s) constituting (a) Prohibited Act(s);
- d. any breach by the Contractor of its obligations provided in (a) DEFCON 531 and/or (in relation to this Call-Off Contract) Appendix 2 to Schedule 3; (b) DEFCONs 659A and 660; and/or (c) DEFCON 670;
- e. any liability or liabilities arising out of the Contractor abandoning this Call-Off Contract unless that abandonment is due to a breach of this Call-Off Contract by the Authority; or
- f. any liability or liabilities arising out of any act(s) or omission(s) constituting wilful misconduct or gross negligence committed or made by the Contractor and/or any Contractor Related Party.

16.4 Nothing in Condition 16 shall affect (and shall in no way limit or exclude):

- a. any liability or liabilities arising under or in connection with: (i) any other FATS 5 Tasking or (ii) the Framework Agreement in no way related to or otherwise connected with this Call-Off Contract; or
- b. the operation of express rights granted by this Agreement to any third party or third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.

Appendix 2 to Schedule 3 (Confidentiality Agreement)

The provisions of this Clause are supplemental to DEFCON 531

1. Both DEFCON 531 and the provisions of this Clause apply to:
 - (A) This Tasking;
 - (B) Any Information disclosed by either party prior to the issue of a draft Tasking and in contemplation of Work being placed by the Authority under a Tasking; and
 - (C) Any Tasking placed under this Agreement, provided that Information provided to a party for the purpose of Tendering for a Tasking shall only be used for that Tendering purpose, and Information provided to a party for performing a Task placed on it under this Agreement shall only be used for the performance of that Task.

2. Subject to its requirements of continued access to Information necessary to exercise its rights of disclosure and use hereunder including under any Tasking Order, and to the obligations set out herein in respect of any Controlled Information (Definition in Clause 42 Schedule 1), the recipient of any Information shall:
 - (A) Upon the expiry or termination of the Agreement; or
 - (B) Upon the expiry or termination of any Tasking Order (for the purposes of which Information is disclosed); or
 - (C) If the Authority decides not to proceed with the issue of a Tasking Order (for the purposes of which Information is disclosed),in accordance with any reasonable directions given and/or a reasonable request made by the other party promptly:
 - (1) Return to the other party the Information and all copies thereof; or
 - (2) Take such other measures in respect of the Information and all copies thereof as may be required elsewhere in the Tasking Order.

3. The provisions of DEFCON 531 and of this Clause shall survive the expiry or termination of the Agreement or any Tasking Order in accordance with 2(A) or 2(B) or the decision not to proceed in accordance with 2(C).

Appendix 3 to Schedule 3 (Price Summary)

FOI 2000 S.43

Appendix 4 to Schedule 3 (Montreal Protocol Substances)

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g.

CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.

Halon-1211 (bromochlorodifluoromethane - BFC)

Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped.

CHFBr ₂ C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ BrC ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBrC ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
	C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅
C ₂ HFBBr ₄	C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄
C ₂ HF ₂ Br ₃		C ₃ H ₂ F ₃ Br ₃
C ₂ HF ₃ Br ₂	C ₃ HFBBr ₆	C ₃ H ₂ F ₄ Br ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄
		C ₃ H ₄ FBr ₃
		C ₃ H ₄ F ₂ Br ₂
		C ₃ H ₄ F ₃ Br
		C ₃ H ₅ FBr ₂
		C ₃ H ₅ F ₂ Br
		C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.

Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCl₄) - Production has stopped.

1,1,1-TRICHLOROETHANE (C₂ H₃ Cl₃) - Production has stopped.

METHYL BROMIDE (CH₃Br) - Production limits apply.

DEFFORM 111

DPA 2018