

Schedule 3 (Tasking Form)

FATS 5 Tasking

Final Form

Tasking Identification

Unique Tasking Order Number	FTS5/FMSP/001	Version No. & Date	0, 04-MAY-2018
FATS Business Case Number	Original FBC 6827 Amendment FBC <i>(FATS team supplied)</i>	Supplier Reference Number	FMSP
Project / Equipment for which task is in support	Future Maritime Support Programme	UOR	No

Task Title	Support for the Future Maritime Support Programme (FMSP)
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Filter Name and Number:	25 – Operational Analysis
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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	REDACTED - personal	Post	
Post	REDACTED - personal	Address	10 BRESSENDEN PLACE
Address	MOD DE&S		LONDON
	Abbey Wood South		
	Bristol		
Postcode	BS34 8JH	Postcode	SW1E 5DN
Telephone / Fax No	REDACTED - personal	Telephone / Fax No	Tel: 020 7333 5865
E-mail	REDACTED - personal	E-mail	
UIN & RAC	D0231C,NPB004	CPV Code	

Date Draft Tasking Issued	26-APR-2018	Deadline for Authority's receipt of Tenderer's response to the Draft Tasking	N/A
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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	Support for FMSP Programme	2,299,349.00

STATEMENT OF REQUIREMENT

Unique Tasking Number FTS5/FMSP/001	Issue Number & Date 0, 04-MAY-2018	Supplier Reference Number: FMSP
Task Title: Support for the Future Maritime Support Programme (FMSP)		
Brief Description of Task (or see attached detailed Statement of Requirement): The requirements for continuing with PA Consulting on a single source basis from April 18 – Jul 18 are: <ul style="list-style-type: none"> • Programme Management Work stream - Lotting Project Design; Lotting Project PID/ Mandates; FMSP Project artefacts up-issue into programme strategies and Cultural Change assessment; • Solution Design Stakeholder requirements definition - Support completion of User Requirements Document. Assist Navy Command with development of the URD (including KURs) by providing advice and guidance on best practice and supporting review sessions upon request; Use [REDACTED – commercially sensitive] to determine Measures of Effectiveness and validation cases for UR/KURs that are subjective or otherwise challenging measure. For the period April 2018 to end May 2018 support will be provided to a URD sprint to assist the Navy Command FMSP requirements lead with the drafting, review and issue of URD V3. Support to the sprint will be provided at NCHQ Whale Island; • Contribute to the further analysis of procurement options and future Single Source Negotiations while supporting the preparation for the Tender Evaluation and the development of the SSSA mechanisms; Help define how Measures of Effectiveness can best be set against User Requirements by understanding the causal relationship between requirements and programme outcomes; Support Demand Side planning; Help determine how a transitional period between MSDF and FMSP can be structured so that the most critical causal relationships can be monitored most closely, including setting of priorities and sequences of services transitioned; • Assess and design of potential integration models – including the impact of interface disruption (process and data flow); Ongoing weekly interactions with Solution Design, Commercial and Integration work streams (as well other DE&S/NC stakeholders as needed) to define feasible FMSP options/scenarios and related assumptions for analysis; • [REDACTED – commercially sensitive]; Maintain Systems Engineering management plans and carry of System Design Review 2; Develop system solution - develop System Requirements to support PQQ release; Develop and analyse integration model options and final integration model and Supporting PQQ/SQQ writing; • PA Consulting support the Commercial Work Stream aligns with the completion of key Commercial Deliverables within the Programme. Within this period it is intended to complete a Mid-Point review and learning from experience event in June 18 to formally assess and facilitate the knowledge transfer to the permanent members of the FMSP team. Co-ordination and assessment of RFIs; Support 1:1s with Industry; Update Procurement Strategy to final version; Support development of PQQ criteria and support assessment; [REDACTED – commercially sensitive]; and Support down selection of Incentivisation and Performance Management models. • [REDACTED – commercially sensitive]. 		
Background/Justification: The work specified fits the FATS framework.		
Activities to be Undertake: See Key Deliverables		
Deliverables: (insert here or below Key Deliverables template)		

See Key Deliverables

Acceptance/Rejection criteria / provisions

Acceptance:

See Key Deliverables

Key Project Indicators (KPIs) and Performance Management Requirements

Weekly progress meetings and workstream output reviews will be held

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

The Authority may, at its sole discretion, issue the Supplier with MODNET enabled laptop computers and related accessories to assist the Supplier in performing the Task, subject always to the Supplier complying with all Authority policies, instructions, training and any other requirements related to the handling and use of such equipment.

Additional Quality Requirements & Standards:

None

Timescale:

Commencement Date: The commencement date is deemed to be 03-APR-2018

Delivery Date: Task end date 31-JUL-2018

KEY DELIVERABLES

[REDACTED – commercially sensitive]

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	<input type="checkbox"/>
Competitive Award Criteria	
Weightings	
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"/>	DEFCON 514 (Edn 08/15) – Material Breach	<input checked="" 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	<input type="checkbox"/>

Pricing Conditions Required	
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 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	<input type="checkbox"/>
Exceptionally, if other than Firm Priced at Outset <i>(include additional conditions in attachment & complete Appendix 4)</i>	<input type="checkbox"/>

Payment Terms <i>(Use of CP&F and Payment on Completion are the default)</i>			
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	Milestone 1 – April 2018 report and deliverables	30 Apr 18	REDACTED
2	Milestone 2 – May 2018 report and deliverables	31 May 18	REDACTED
3	Milestone 3 – June 2018 report and deliverables	30 Jun 18	REDACTED
FINAL <i>(Payment should be subject to a reasonable retention based on % of total cost)</i>	Milestone 4 – July 2018 report and deliverables and satisfactory delivery of all work under the contract	31 Jul 18	REDACTED

The Key Deliverables for each milestone / stage payment are as follows:

[REDACTED – commercially sensitive]

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</i>) Refer to the Security Aspects Letter issued for this Task, if issued	<input checked="" type="checkbox"/>
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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	Weekly
Brief Description	Weekly progress meetings and workstream output reviews will be held				

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 and DEFCON 660 – Official Sensitive Security Requirements	<input checked="" type="checkbox"/>

2.1 General Conditions

2.1.1 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 03 April 2018, being the date on which the Call-Off Task is deemed to commence;

“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.

2.1.2 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.

2.2 Specifications, Plans

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

2.3 Price

2.3.1. 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.

2.4 Intellectual Property Rights

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

2.4.2 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.

2.5 Loans

Not Applicable

2.6 Delivery

2.6.1. 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 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.

2.6.2. 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.

2.7 Payment/Receipts

2.7.1 Without limitation to the Authority's other rights under this Contract:

- a. 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; and
- b. 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.

2.8 Contract Administration

2.8.1 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.

2.8.2 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 Clause 5) 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.

2.8.3 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 DEFFORM 539A.

2.9 [REDACTED – commercially sensitive]

3. Price

TOTAL CONTRACT PRICE	TYPE OF PRICING
£2,299,349.00 (excluding VAT)	Firm Price

4. Authority Tasking Order Commercial Officer Authorisation

Name	REDACTED - personal		
Position	REDACTED - personal		
Signature			
Date	4 May 2018	Telephone Number	REDACTED - personal

5. Acknowledgement by supplier

Name	REDACTED - personal		
Position	REDACTED - personal		
Signature			
Date	4 May 2018	Telephone Number	REDACTED - personal

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
Poplar 1 #2119
MOD Abbey Wood South
Bristol
BS34 8JH

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: REDACTED - personal

Address:

MOD DE&S, Abbey Wood South, Bristol, BS34 8JH

Email: REDACTED - personal

☎ REDACTED - personal

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

Name: REDACTED - personal

Address:

MOD DE&S, Abbey Wood, Bristol, BS34 8JH

Email: REDACTED - personal

☎ REDACTED - personal

3. Packaging Design Authority:

Organisation and point of contact:

REDACTED - personal

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: REDACTED - personal

REDACTED - personal

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

☎

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from:

Project Manager

7. Intentionally Left Blank**8. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

N/A

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]**8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ REDACTED - personal2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ REDACTED - personal**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

REDACTED - personal

B. **JSCS**

REDACTED - personal

11. The Invoice Paying Authority:

Ministry of Defence ☎ REDACTED - personal

DBS Finance

Walker House, Exchange Flags

Fax REDACTED - personal

personal

Liverpool, L2 3YL

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through *:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. REDACTED - personal Fax:

REDACTED - personal)

Applications via fax or email: REDACTED - personal.*** NOTE**

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

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)

NOT USED

Appendix 4 to Schedule 3 (Montreal Protocol Substances)

NOT APPLICABLE