



Ministry
of Defence

DNO INSPIRE AND ATTRACT

Digital Badges

DNO/313

SC1A

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Ministry of Defence**Annex A - TENDER****To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions..

The following additional information is provided:

Notification of Inventions
Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).
Ozone Depleting Substances
Please state below details of the use of substances specified in Paragraph 13, or state "NIL RETURN" (continue on a separate sheet if necessary).
Asbestos
By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15
Premises where Contract will be performed (if applicable)

OFFICIAL SENSITIVE - COMMERCIAL

<p>The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below:</p>
<p>Value of Tender (excluding VAT)</p>
<p>Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price £ 23025</p> <p>Total value of Tender (to be repeated below in WORDS) Twenty-three thousand and twenty-five pounds</p>
<p>Value Added Tax</p>
<p>If registered for Value Added Tax purposes, please insert</p> <p>a. Registration No 194750086</p> <p>b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £ 4,605</p>
<p>Transparency</p>
<p>Should the Tenderer be awarded a Contract resulting from this Tender, it understands that the Authority may publish the content of the Contract to the general public. The Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR.</p>
<p>1. We certify that the offer made in connection with the above Tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party. Arrangement in this context includes any transaction or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <p>a. the offered price has not been divulged to any third-party person,</p> <p>b. no arrangement has been made with any third party that they should refrain from tendering,</p> <p>c. no arrangement with any third party has been made to the effect that we will refrain from bidding on a future occasion,</p>

<p>d. no discussion with any third party has taken place concerning the details of either's proposed price, and</p> <p>e. no arrangement has been made with any third party otherwise to limit genuine competition.</p> <p>2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>4. We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in DEFFORM 539A.</p>	
<p>Dated this day of Year</p>	
<p>Signature: [REDACTED-PERSONAL] In the capacity of Chief Executive Officer (State official position e.g. Director, Manager, Secretary etc.)</p>	
<p>Name: (in BLOCK CAPITALS)</p> <p>[REDACTED-PERSONAL]</p> <p>duly authorised to sign this Tender for and on behalf of:</p> <p>Real Ideas Organisation (Tenderer's Name)</p>	<p>Postal Address: Ker Street, Devonport Guildhall, Plymouth, PL1 4EL</p> <p>Telephone No: [REDACTED-PERSONAL]</p> <p>Telex No:</p> <p>Fax No:</p> <p>Email: [REDACTED-PERSONAL]</p>

Standardised Contracting Terms

(Edn 10/22)

1. Definitions - In the Contract:

Article means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. 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;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of

the Authority;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Mixture means a mixture or solution composed of two or more substances;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in the purchase order, being 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;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

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 Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2. General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3. Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4. Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5. Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.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 FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;
 - (2) taking into account the Sensitive Information set out in the purchase order, 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 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.

6. 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 the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the

purchase order, 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.

7. Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Annex E (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual

Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8. Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

- (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10. Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability, or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13. Plastic Packaging Tax

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.

- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14. Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15. Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, 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 15b 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 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16. 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 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17. Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18. Material Breach

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. Where the Authority has terminated the Contract under Clause 18 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.

19. Insolvency

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

20. Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided

- for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21. Russian and Belarusian Exclusion Condition for Inclusion in Contracts

- a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
- (1) the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - (2) that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - i) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - ii) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- b. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

- c. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
- d. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

22. The project specific DEFCONs and SC variants that apply to this Contract

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract
DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information
DEFCON 532b (Edn 12/22) - Protection of Personal Data
DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment
DEFCON 537 (Edn 12/21) - Rights of Third Parties
DEFCON 538 (Edn 06/02) – Severability
DEFCON 658 (SC1) (Edn 09/21) - Cyber - Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.
DEFCON 656A (Edn 08/16) - Termination for convenience – Under £5m
DEFCON 566 (Edn 10/20) - Change of Control of Contractor

23. The special conditions that apply to this contract are

24. Intellectual Property Rights

- a. All intellectual property rights of any nature in the results generated in the performance of work under the Contract and recorded in any written or other tangible form (the 'Results'), including rights in inventions, designs, computer software, databases, copyright works and information shall vest in and be the property of the Authority. The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where they have sub-contracted work under the Contract, they have secured that vesting in the work performed by their sub-contractors.
- b. The Authority may use, have used, copy and disclose the Results by itself or through third parties for any purpose whatsoever subject to the Contractor's patents and design rights (registered or unregistered) and to the rights of third parties not employed in the performance of work under the Contract.

- c. The Authority shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by the Authority. The Contractor shall assist the Authority in filing and executing documents necessary to secure that protection. The Contractor shall use all commercially reasonable endeavours to secure similar assistance from subcontractors as appropriate. The costs of such patent or other protection shall be borne by the Authority.
- d. The Contractor shall mark any copyright work comprising Results with the legend: '© Crown-owned copyright [insert the year of generation of the work]'.
 - e. Apart from intellectual property rights vested in the Authority by virtue of Clause 1, ownership of, or rights in, all other intellectual property are not transferred to the Authority by this Condition.
- f. Unless otherwise agreed with the Authority, the Contractor shall retain a copy of the Results together with records of all work done for the purposes of the Contract for six years after the completion of the Contract.
- g. The Authority shall have the right to require the Contractor to furnish to the Authority copies of any and all of the Results and such records for so long as they are retained by the Contractor. A reasonable charge for this service based on the cost of providing it will be borne by the Authority unless already included in the price of the Contract.
- h. The Contractor shall treat the Results as if received in confidence from the Authority and:
 - i. shall not copy, use or disclose to a third party any of the Results without the prior written consent of the Authority, except that the Contractor may without prior consent, copy and use the Results, and disclose the Results in confidence to their officers, employees and sub-contractors, to such extent as may be necessary for the performance of the Contract or any sub-contract under it or in the exercise of any right granted pursuant to Clause 12 of this Condition; and
 - ii. shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of their officers,

employees and sub-contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.

i. The Contractor shall ensure that their employees are aware of their arrangements for discharging the obligations at Clause 8 and take such steps as may be reasonably practical to enforce such arrangements.

j. The confidentiality provisions of Clause 8 shall not apply to the Results or any part thereof to the extent that the Contractor can show that they were or have become published or publicly available for use otherwise, than in breach of any provision of the Contract or any other agreement between the parties.

k. The Contractor shall not be in breach of the confidentiality obligations contained in this Condition where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Contractor shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify the Authority as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Contractor under this Condition.

l. The Contractor shall be entitled to request consent from the Authority to re-use (under licence or otherwise) the Results and intellectual property rights vested in the Authority by virtue of Clause A for tendering for other work for the Authority only. Such consent shall be properly considered by the Authority taking into account matters such as national security and the rights of third parties.

25. Branding

a. The Authority may permit the Contractor to use Authority branding solely for the purposes of fulfilling its obligations under the Contract. Such use must be in accordance with any instructions the Authority may provide at any time, which may include instructions to replace, update or remove the branding altogether.

26. Payment Schedule

In accordance with the activities detailed in the Schedule of Requirements (Annex D) the following payment schedule shall apply. Payments are dependent upon the satisfactory delivery of a contract milestone by the contractor and the successful completion of all earlier milestones.

	Interim Payment Due Date	Interim Payment Value (ex VAT)	Cumulative Payment Value (ex VAT)
Milestone 1 Concept	Contract Award +2 weeks	[REDACTED-COMMERCIAL]	[REDACTED-COMMERCIAL]
Milestone 2 Assessment	Contract Award +4 weeks	[REDACTED-COMMERCIAL]	[REDACTED-COMMERCIAL]
Milestone 3 Demonstration	Contract Award +8 Weeks	[REDACTED-COMMERCIAL]	[REDACTED-COMMERCIAL]
Milestone 4 Manufacture	Contract Award +12 Weeks	[REDACTED-COMMERCIAL]	[REDACTED-COMMERCIAL]
	Total	£23025	£23025

27. Travel & Subsistence

Should the supplier require to travel to deliver the requirement, all potential expenses must be authorised by the Authority in advance and must be in accordance with the MOD travel policy.

Annex C - PURCHASE ORDER

SC1A PO
(Edn 04/23)

Contract No: DNO313

Contract Name: Digital Badges

Dated:

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Real Ideas Organisation Registered Address: Devonport Guildhall, Ker Street, Plymouth PL1 4EL	Is a Deliverable Quality Plan required for this Contract? (delete as appropriate) No

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	N/A

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings: Subject: Contract Update Meetings Frequency: as required Location: Via MS Teams	The Contractor is required to submit the following Reports: Subject: The supplier is to provide the Authority with a written report which details the volume of badges being delivered and highlighting any issues or successes. Frequency: Monthly

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	Method of Delivery: Via email Delivery Address: [REDACTED-PERSONAL]
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Payment (Clause 15)
Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: Leidos-FormsPublications@teamleidos.mod.uk</p> <p>If you require this document in a different format</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>

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(i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.	
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Contractor's Sensitive Information (Clause 5). Not to be published. This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.
Description of Contractor's Sensitive Information:
Cross reference to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 30 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals): [REDACTED-PERSONAL]</p> <p>Position: CEO For and on behalf of the Contractor</p> <p>Authorised Signatory[REDACTED-PERSONAL]</p> <p>Date: 16 November 2023</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): [REDACTED-PERSONAL]</p> <p>Position: Commercial Officer For and on behalf of the Authority</p> <p>Authorised Signatory ...[REDACTED-PERSONAL].....</p> <p>Date: 17/11/2023</p>
<p>C) Effective Date of Contract: 17/11/23</p> <p>D) Contract End Date: 17/11/2024</p>	

Annex D - SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF DIGITAL BADGES

Item number	Description	Annex G - SOW Item Refs	Delivery date	Total Cost ex vat
1 – Concept	Refer to Annex F – SOR para 5	4,12	Contract Award + 2 weeks	[REDACTED – COMMERCIAL]
2 – Assessment	Refer to Annex F – SOR para 6	1,2,3,5	Contract Award + 4 weeks	[REDACTED – COMMERCIAL]
3 – Demonstration	Refer to Annex F – SOR para 7	6,7,8,9,11	Contract Award + 8 Weeks	[REDACTED – COMMERCIAL]
4 – Manufacture	Refer to Annex F -SOR para 8	10	Contract Award + 12 weeks	[REDACTED – COMMERCIAL]
			Total	£23025

Annex E - Notification of IPR Restrictions (iaw Clause 7)

DEFFORM 711 (Edn 11/22)

Ministry of Defence

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1, ITT/Contract Number				
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
2				
3				
4				

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5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure

DEFFORM 711 (Edn 11/22) - Completion Notes**Part A**

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped

	and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	<p>Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.</p> <p>NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p>
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of

the parent system was for example, Private Venture Funded). See guidance examples overleaf.

3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.

4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit http://aof.uwh.dii.f.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

All Negotiation Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	Due 0 day after Contract Agreement Start Date	Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are		Buyer Organization

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	defence/security related		
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Supplier Organization
Obligation DEFCON 91 (Edn 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation DEFCON 117 (Edn 07/21) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.		Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous	Due 1 month before Contract Agreement Start	Supplier Organization

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	Material or substance supplied or deliverable containing such.	Date	
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month before Contract Agreement Start Date	Supplier Organization
Progress Meetings Condition 14	Attendance at progress meetings in accordance with the contract	Repeats every 3 months on the First Day of the Month starting 1 month after Contract Agreement Start Date until 0 day after Contract Agreement End Date	Supplier Organization
Payment Condition 15.b	Submission of Invoices		Supplier Organization
Payment Condition 15.c	Payment		Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	Repeats every 12 months on the First Day of the Month starting on 01-JAN-2020 until 12 months after Contract Agreement End Date	Supplier Organization

Annex F - Statement of Requirement

Digital Badges

1. Introduction

a. The purpose of the Defence Nuclear Organisation (DNO) is to deliver nuclear capability to deter the threat and protect our nation. The DNO leads and enables the Defence Nuclear Enterprise (DNE) – a network of organisations, programmes, and people within government that together are responsible for delivering the UK's strategic nuclear deterrent.

b. The nuclear sector has a skills shortage, we need to inspire and attract the future workforce at an earlier age. To ensure that defence can attract more young people from diverse backgrounds into the sector, the DNE need to raise awareness of the range of opportunities that are available across the sector. To achieve this aim, we need to engage students with activities to enable them to think about choosing STEM (Science, Technology, Engineering and Mathematics) subjects at an early age. The DNE need to raise awareness of the variety of opportunities to young people and the long-term benefits of developing their knowledge of studying STEM subjects, where this could lead to as a career of choice. By having a positive intervention, more young people will engage with STEM and continue to embark in subjects that are STEM related. This in-turn will facilitate the creation of a healthy talent pipeline for the DNE to empower young people and under-represented groups to potentially have a career in the sector.

2. Background

a. The Government's nuclear ambition, across both the civilian and military sectors, is significant. The 2021 Integrated Review reaffirmed the Government's commitment to the nuclear deterrent, noting Parliament voted to renew the nuclear deterrent and replace the Vanguard Class submarines with four new Dreadnought Class submarines. Additionally, to ensure the UK maintains an effective deterrent throughout the commission of the Dreadnought Class, the Government intends to replace the existing nuclear warhead. People are essential to the successful delivery of these and future programmes of work.

b. The Defence Nuclear Enterprise People and Skills Transformation Programme was established to take an ambitious and step change approach to building existing and future skills. The primary aim is to ensure that there are sufficient people with the necessary skills and experience to deliver the Defence Nuclear Programme. Taking a whole force approach, the DNE Skills Transformation Programme considers both the

specialist technical nuclear skills (Nuclear Skills) and the more generic, but equally important, skills to deliver outputs (Skills for Nuclear).

c. The DNE Skills Transformation Programme includes the Inspire and Attraction team who has responsibility for exciting the next generation of the future workforce. To achieve this ambition, we will be engaging with educational establishments across the UK and devolved administrations, which will include schools, colleges, and universities. Having a positive intervention with young people will help them to think more positively about potential career choices in the nuclear sector.

d. The DNE Inspire & Attraction project will be implementing several interventions to engage, inspire, attract, and recruit the future workforce. This will require external engagement in schools and community organisations to ensure that young people are provided with a range of learning interventions to provide activities aligned to the school curriculum and DNE brand awareness.

3. Intent – Digital Badges

a. **School Pupils and Students.** The DNE needs to engage with young people over the age of 13, in schools, colleges and universities to ensure they have good quality information pertaining to STEM and the DNE. Engaging with our future workforce at an early age will enable the DNE to demystify and dispel some of the misconceptions about the sector and encourage them to undertake a challenging and rewarding career within the growing defence and civil nuclear industries.

b. **Early Careers.** Badges will be developed and awarded to those who have successfully completed their career apprentices, masters' degrees, under-graduate placements schemes, etc.

c. **Continued Professional Development (CPD).** The DNE accepts that professionals within the DNE want their CPD to be recognised for their level of achievement in their area of expertise or specialism. Digital badges will help employers to differentiate between employees for promotion and employment opportunities.

d. The Authority seeks to engage the services of an organisation that will capture STEM and nuclear related learning and development achievements. This will be accomplished by using an online digital badge creator to electronically capture educational successes, qualifications and CPD through the awarding of digital badges.

e. The badges will be awarded to those who successfully complete and pass existing relevant educational courses. It is not this project's intent to create new courses.

f. The list of courses qualifying for the award of badges is yet to be determined, however the learning providers may include the Defence Learning Environment.

g. The badges can be written by Subject Matter Experts (SMEs) or DNE representatives who have a sound knowledge of a particular subject to ensure short courses are captured as part of their CPD¹.

- h. The Supplier must have a good understanding of how to ensure the badges can be created and support mechanisms are provided. Support mechanisms must include, on-line support, dedicated customer account service, live support service to deal with technical issues by the Authority and its representatives.
4. **Procurement Process**
- a. **CADMID Cycle.** The procurement of the digital badges will follow the MOD's Concept, Assessment, Demonstration, Manufacture, In-Service and Disposal (CADMID) process as follows.
5. **Concept Phase.**
- a. **Badge Types:** Understand the diverse types of digital badges required based on the skills, achievements, competencies, volunteering or work experience.
- b. **Badge Design.** Specify the range of design elements, including visual graphics, colours, and branding guidelines, for the digital badges.
- d. **Metadata and Criteria.** Determine the metadata and criteria associated with each badge, such as issuer information, badge description, assessment criteria, and expiration date.
- e. **Confirmation of the requirement.** The key concept phase deliverable is an agreed User Requirement between the contractor and the Authority.
- d. The concept phase is to be complete by: Contract Award plus **2 weeks**.
6. **Assessment Phase**
- a. Establish an assessment framework for SMEs that enables them to confidently write badges for distribution target audiences.
- b. **Assessment Methodologies.** The Supplier is to define the assessment methodologies and tools to be used by SMEs for evaluating individuals' competencies, work experience or attendance at STEM events for each badge. SMEs will be representatives from across the DNE who will lead on the design of their functional area badge.
- c. **Fit for Purpose.** The SMEs will engage with the supplier who will set clear parameters for the quality, ensuring consistency and fairness across a systematic evaluations process aligned to the suppliers Quality Assurance process.
- d. The supplier is to make the platform available and deliver workshops to SMEs to enable them to write digital badges.
- e. The assessment phase is to be complete by: Contract Award plus **4 weeks**.
7. **Demonstration Phase**
- a. Define the required evidence or artifacts that SMEs must provide to demonstrate their knowledge and skills for a specific badge.

- b. Establish a user-friendly submission process for SMEs to upload their badge application evidence. This may entail attendance records, outline of courses or skill, knowledge and behaviours demonstrated because of participating in the learning process.
- c. Implement a mechanism to verify and validate the submitted evidence to ensure its authenticity and accuracy.
- d. The Quality Assurance process must not exceed 10 working days and is to ensure each badge meets with the Suppliers requirements in terms of design, content, and language.
- e. The demonstration phase is to be complete by: Contract Award plus **8 weeks**.

8. **Manufacture Phase.**

- a. Select or develop a robust and secure platform for writing issuing and managing the digital badges.
- b. Ensure seamless integration of the badge issuing platform or other relevant systems to ensure ease of access for content creators and end users.
- c. Determine the methods of delivering the digital badges to recipients, such as email, direct download, or integration with third-party platforms (e.g., LinkedIn, digital wallets).
- d. Ensure that the digital badges are portable and can be easily shared or displayed on various platforms or social media.
- e. Implement appropriate security measures to protect the integrity and confidentiality of the badge data, including personal information of badge recipients.
- f. Ensure compliance with GDPR (General Data Protection Regulations) including obtaining necessary consent for collecting, storing, and sharing personal data. The Supplier to retain personal information no longer than 6 months.
- g. Clarify the data ownership and rights associated with the digital badge data, including who retains control over the badges and associated metadata.
- h. Provide comprehensive user support and guidance to the SMEs for badge recipients, issuers, and administrators regarding badge issuing, management, and troubleshooting.
- i. Establish and agree a plan for regular updates, which will be weekly with the Authority and SMEs ensuring maintenance and support of the badge issuing platform can create badges on demand. Ensuring the Authority is kept up to-date with innovative technologies and standards which may impact on the design and development of badges.
- j. Meetings with the SMEs will be via the Quality Assurance process and attendance at workshops, as when available.

- k. Implement analytics capabilities to enable the Authority to track badge issuing, usage, and recipient engagement, enabling data-driven insights for program evaluation and improvement.
- l. Continuous Improvement: Establish mechanisms for collecting feedback from SMEs badge recipients and other stakeholders to identify areas for continuous improvement and refinement.
- m. The manufacture phase is to be complete by: Contract Award plus **12 weeks**.

9. Reporting

- a. Amendments or deviations from the schedule shall be formally recorded and reported to the Project Manager or delegated representative.
- b. Amendments or deviations from the costs be formally recorded and reported to the Project Manager or delegated representative.
- c. The supplier is to provide the Authority with a written monthly report which details the volume of badges being delivered and highlighting any issues or successes.

10. Security Requirements

- a. The Supplier will comply with relevant Defence policies and procedures, including those related to security as specified in the MOD DEFCONs in the Contract Document Terms and Conditions, and relevant Defence Policy and Guidance.
- b. Personal data on any MOD representatives and must comply with GDPR requirements.
- c. Contractor to provide a facility and User support. User requires the supplier to provide a secure site to hold individuals' personal data – full disclosure of the platform security and country where data will be stored and the duration of data retention.

Annex G – Statement of Work		
SOW REF	Description of work	Cost
1	Open Badge Factory Pro Issuing account(s) x1	[REDACTED – COMMERCIAL]
2	8 sub-Organisation accounts for easy administration of badges (optional bolt on)	[REDACTED – COMMERCIAL]
3	Discreet Space in myskillspass.uk plus dev time for adjustments to accommodate security requirements	[REDACTED – COMMERCIAL]
Total Tech costs		[REDACTED – COMMERCIAL]
4	Phase 1 implementation planning workshops and production of user requirement documents 5 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
5	Phase 2 Badge Writing workshops for DNO/DNE staff 2 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
6	Phase 2 Technical set up support for Space and Passport 1.5 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
7	Phase 3 Fast track quality assurance service 2 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
8	Space and Passport content preparation 2 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
9	Resource creation 3 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
10	Training for staff in platform deployment 4 days [REDACTED – COMMERCIAL]	[REDACTED – COMMERCIAL]
11	Ongoing 1st line customer support for all platform admins and issuers	[REDACTED – COMMERCIAL]
12	Travel and Accommodation (if required)	[REDACTED – COMMERCIAL]

Total Support Costs	[REDACTED – COMMERCIAL]
Total	£23,025

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED – PERSONAL]

Address: Spruce 1A, MoD Abbey Wood, Filton, Bristol, BS34 8JH

Email: [REDACTED – PERSONAL] ☎☎ N/A

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

Name: [REDACTED – PERSONAL]

Address Spruce 1A, MoD Abbey Wood, Filton, Bristol, BS34 8JH

Email: [REDACTED – PERSONAL] ☎☎ N/A

3. Packaging Design Authority Organisation & point of contact:

DNO

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

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

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A

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

OFFICIAL SENSITIVE - COMMERCIAL

8. **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/> or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. **Consignment Instructions** The items are to be consigned as follows: N/A

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. **The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. **Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arcnott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

*** NOTE**

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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