



# Ministry of Defence

## DECA Managed Services

**Contract No: ACDECA/018 (702421457)**

### **For: In-Service Support of Remote Viewing Aids Equipment**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And</b>
<b>Team Name and address:</b> Defence Electronics & Components Agency (DECA) Managed Services Building 15, Welsh Road, Deeside, Flintshire CH5 2LS	<b>Contractor Name and Address:</b> Joel Technologies Ltd 2 <sup>nd</sup> Floor, Holt Court 16 Warwick Row Coventry CV1 1EJ
<b>Email Address:</b> <a href="mailto:Stephanie.Butler@DECA.MOD.UK">Stephanie.Butler@DECA.MOD.UK</a> <b>Telephone Number:</b> +44 (0) 7436 206609	<b>Email Address:</b> <a href="mailto:nick@joeltech.co.uk">nick@joeltech.co.uk</a> <b>Telephone Number:</b> +44 2476 371 906 <b>Mobile Number:</b> +44 7803 207 485

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## Standardised Contracting Terms

(Edn 05/22)

### 1. Definitions - In the Contract:

**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.

**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;

**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;

**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.
- a. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- b. 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.
- c. 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.
- d. 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 15 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.

**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 20, 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 Schedule 2 (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 2.
- f. Any amendment to Schedule 2 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 Contractor Deliverables**

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).
- b. 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.
- c. 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 are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. 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)**

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).

### **13. 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.

### **14. Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b 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 14a, 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 14b 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 14c 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.

### **15. 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 15.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.

### **16. 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 16.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 16.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.

#### **17. 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 its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 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.

#### **18. 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.

#### **19. Limitation of Contractor's Liability**

- a. Subject to Clause 19.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.

**20. The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**Intellectual Property Rights**

DEFCON 014 (Edn. 06/21) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 016 (Edn. 10/04) - Repair and Maintenance Information

DEFCON 021 (Edn. 06/21) - Retention of Records

DEFCON 090 (Edn. 06/21) – Copyright

**Special Indemnity Conditions**

DEFCON 113 (Edn. 02/17) - Diversion Orders

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

DEFCON 532A (SC1) (Edn. 05/22) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 658 (SC1) (Edn. 09/21) - Cyber

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

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

## **21. The special conditions that apply to this Contract are:**

21.1 **DEFFORM 177 (Edn 06/21)** will be used if required and in conjunction with DEFCON 14

21.2 The Contractor shall (or procure that any of its subcontractors shall) comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 June 2019) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the "LCST Supplier Manual") in respect of all goods which are:

- a. supplied by the Contractor or any of its subcontractors under this Contract; and
- b. which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) ("LCS(T) Managed Depots").

21.3 Statement of Requirement is a special condition that applies to this contract and can be found at Schedule 4 to this Contract.

21.4 The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition they shall report the matter to the Authority's Commercial Director via the Commercial point of contact within the DEFORM 111 and await further instructions before placing the subcontract or order.

## **22. The processes that apply to this Contract are:**

### **22.1 Task Authorisation Form (TAF) Process**

The TAF process will be carried out in accordance with this process that applies to the contract:

- a. The Authority will initiate a Task by completion of Part 1 of the Task Authorisation Form (TAF) at Schedule 5 to the Contract.
- b. On receipt of the TAF with Part 1 completed, the Contractor shall complete Part 2, with a full and transparent price breakdown. The Contractor shall return the TAF to the Authority's representatives

(as specified within the DEFFORM 111), within the time specified in the TAF. The Contractor shall only proceed with the Task after approval of the TAF by the Authority.

- c. Authorisation to proceed with the work shall be given by the Authority by completion of Part 3 of the TAF, which shall include financial approval and price agreement. Should the requirement for technical support conflict with other requirements under the Contract, a decision on priority will be given in writing by the Authority's authorised representative.

On completion of the Task, the Contractor shall complete Part 4A of the TAF and forward it to the Authority, where Part 4B of the TAF shall be completed. Payment may only be claimed by the Contractor when the Authority's authorised representative, has confirmed that the Task has been completed to their satisfaction. Such confirmation is not to be unreasonably withheld or delayed.

## **22.2 Key Performance Indicators**

There are currently no Key Performance Indicator's (KPI's) within this contract. However, if the Authority identifies that any repair fails to be carried out on time, and delivery of additional equipment is delayed, as detailed in the agreed Statement of Work (SoW), on 3 separate occasions over a period of 12 months, KPI's will be implemented.

The Authority reserves the right to implement KPI's to this contract if areas of concern/failure are identified (such as poor quality standards and/or delayed delivery times)

The KPIs shall be jointly agreed between the Parties and deemed to be SMART (Specific, Measurable, Achievable, Realistic and Time related) objectives against which performance shall be assessed. The agreed KPIs shall be applicable for the remainder of the Contract unless formally amended and agreed upon by the Parties.

The implementation and monitoring by means of KPIs shall be assessed as either having met RED, AMBER or GREEN metrics.

The Contractor shall be responsible for demonstrating their performance against the invoked KPIs to the Authority monthly, detailing the circumstances and any mitigating factors as appropriate.

The KPIs shall be in place until the Authority are content that corrective action has been delivered. This can be demonstrated through the contractor scoring green on the KPI matrix, for 6 consecutive months. Should the KPIs become invoked and the KPI has been found to meet the RED or AMBER metric:

- The Contractor shall deliver a programme for improvement to the Authority no later than five (5) Business Days following the KPI monthly review.
- The Parties shall discuss the Contractor's progress within ten (10) Business Days of receipt of the programme for improvement and as required by the Authority.

## **Schedule 1 – Additional Definitions of Contract**

TAF – Task Approval Form - A Task Approval Form is a detailed form, which can be utilised for any Ad-Hoc tasking which may arise during the contract period

SoR – Statement of Requirement - The Statement of Requirement (SoR) is a detailed statement of what is required within the requirement of the contract

DEFCON – Defence Condition - means the MOD DEFCON series, which can be found at <https://www.aof.mod.uk>;

DEFFORM – MOD Defence Form, series which can be found at <https://www.aof.mod.uk>;

DEF STAN – MOD Defence Standard, which can be found at <https://www.dstan.mod.uk>;

**Schedule 2 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No. ACDECA/018 (702421457)**  
**Part A – Notification of IPR Restrictions**

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary

**Part B – System / Product Breakdown Structure (PBS)**

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

(Please see the DEFFORM 711 Completion Notes for guidance on completing Schedule 2)



## **General Conditions**

### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

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

**Ministry of Defence**

**CONTRACT DATA REQUIREMENT**

1. <u>ITT/Contract Number</u> ACDECA/018	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Maintenance/Repair	4. <u>Contract Delivery Date</u>  Upon Contract agreement start date
5. <u>Equipment/Equipment Subsystem Description</u>  Remote Video Viewing Aids		6. <u>General Description of Data Deliverable</u>  Master Production Drawings	
7. <u>Purpose for which data is required</u>  NATO Codification  User Manuals (if required)		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 16 (Edn. 06/21) Repair and Maintenance Information  DEFCON 21 (Edn. 06/21) Retention of Records  DEFCON 117 (Edn. 16/12) Supply of Documentation for NATO Codification Purposes  b. <u>Special IP Conditions</u>  None	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u>  As required by the Project Manager		11. <u>Number of Copies</u>  As required by the Project Manager	

**Payment Terms**

Payment Terms are as per clause 14 within the terms and conditions to this contract

## PURCHASE ORDER

**SC1A PO**  
**(Edn 02/22)**

**Contract No:** ACDECA/018 (702421457)

**Contract Name:** In-Service Support of Remote Viewing Aids Equipment

**Dated:** From Contract Start Date 8<sup>th</sup> September 2022

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).

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
Name: Joel Technologies Limited  Registered Address: 2 <sup>nd</sup> Floor, Holt Court 16 Warwick Row Coventry CV1 1EJ	<b>The Primary Quality Assurance Standard Requirements:</b> AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test. CoC shall be provided in accordance with DEFCON 627. <b>Quality Plans:</b> No Deliverable Quality Plan is required reference DEFCON 602B 12/06. <b>Avoidance of Counterfeit Materiel:</b> Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
Name: Joel Technologies Limited  Address: Unit 42 & 42A Centenary Business Centre Hammond Close Nuneaton Warwickshire CV11 6RY	Delivery and Collection of equipment is to be by MoD Transport. This is to be arranged and agreed with the Contractor and Authorised by the Authority  Each consignment of the Deliverables shall be accompanied by a delivery note.

<b>Progress Meetings (Clause 13)</b>	<b>Progress Reports (Clause 13)</b>
The Contractor shall be required to attend the following meetings:  Subject: Progress Meetings  Frequency: 6 Monthly  Location: Contractor Premises unless otherwise agreed with the Authority prior to meeting taking place	The Contractor is required to submit the following Reports:  Subject: Progress Report (Contract Tracker)  Frequency: 6 Monthly  Method of Delivery: Electronic  Delivery Address: PE and Commercial detailed at DEFFORM 111

<b>Payment (Clause 14)</b>
<b>Payment is to be enabled by CP&amp;F.</b>

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p><a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit">https://www.aof.mod.uk/aofcontent/tactical/toolkit</a> (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> (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: <a href="mailto:Leidos-FormsPublications@teamleidos.mod.uk">Leidos-FormsPublications@teamleidos.mod.uk</a></p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. <a href="mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk">DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>by the following date: 1 month after contract start</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Contractor 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:	None
Cross reference to location of Sensitive Information:	None
Explanation of Sensitivity:	None
Details of potential harm resulting from disclosure:	None
Period of Confidence (if Applicable):	None
Contact Details for Transparency / Freedom of Information matters: Name: Nick Dayaram Position: Director Address: Unit 42 & 42A Centenary Business Centre, Hammond Close, Nuneaton. CV11 6RY Telephone Number: 02476371906	

E-mail Address: nick@joeltech.co.uk

### Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for sixty (60) 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).

Name (Block Capitals): NICK DAYARAM

Position: DIRECTOR  
For and on behalf of the Contractor

Authorised Signatory .....

Date: 16 MAY 2022

### B) Acceptance

Name (Block Capitals): MICHAEL KAMPERMAN

Position: SENIOR PROCUREMENT MANAGER  
For and on behalf of the Authority

Authorised Signatory 

Date: 8<sup>th</sup> September 2022

C) Effective Date of Contract: 8<sup>th</sup> September 2022

### Schedule 3 – Schedule of Requirements

For the In-Service Support of Remote Viewing Aids Equipment

All pricing is to be firm, in GBP£ and is to exclude VAT

Deliverables						
Line Item	MOD Stock Reference No. (NSN)	Part Number (where applicable)	Specification	Total Qty	Firm Price (£) ex VAT	
					Per Item	Total Inc. packaging (and delivery if required)
1a	4XA 6650-99-3621884	BK-03W51211	Demand Order Repair of Remote Video Viewing Aids Based on repair tier levels of firm pricing detailed in Annex A to Schedule 3 – Year 1 (FY 2022/2023)	N/A	Detailed in Annex A to Schedule 3	
1b	4XA 6650-99-3621884	BK-03W51211	Demand Order Repair of Remote Video Viewing Aids Based on repair tier levels of firm pricing detailed in Annex A to Schedule 3 – Year 2 (FY 2023/2024)	N/A	Detailed in Annex A to Schedule 3	
2a	Multiple		Demand Order Supply of BK-03W51211 Snake Eye III Consumables/Spares detailed in Annex B to Schedule 3 – Year 1 (FY 2022/2023)	N/A	Detailed in Annex B to Schedule 3	
2b	Multiple		Demand Order Supply of BK-03W51211 Snake Eye III Consumables/Spares detailed in Annex B to Schedule 3 – Year 2 (FY 2023/2024)	N/A	Detailed in Annex B to Schedule 3	
3a	Multiple		Demand Order Supply of VT-031 Borescope Kits (Snake Eye III) Consumables/Spares Price List detailed in Annex C to Schedule 3 – Year 1 (FY 2022/2023)	N/A	Detailed in Annex C to Schedule 3	
3b	Multiple		Demand Order Supply of VT-031 Borescope Kits (Snake Eye III) Consumables/Spares Price List detailed in Annex C to Schedule 3 – Year 2 (FY 2023/2024)	N/A	Detailed in Annex C to Schedule 3	
4a	Multiple		Demand Order Supply of CFS-02X-100JM 5mm Fiberscope Kit Consumables/Spares Price List detailed in Annex D to Schedule 3 – Year 1 (FY 2022/2023)	N/A	Detailed in Annex D to Schedule 3	
4b	Multiple		Demand Order Supply of CFS-02X-100JM 5mm Fiberscope Kit Consumables/Spares Price List detailed in Annex D to Schedule 3 – Year 2 (FY 2023/2024)	N/A	Detailed in Annex D to Schedule 3	
5a	Multiple		Demand Order Equipment detailed in Annex E to Schedule 3 – Year 1 (FY 2022/2023)	N/A	Detailed in Annex E to Schedule 3	
5b	Multiple		Demand Order Equipment detailed in Annex E to Schedule 3 – Year 2 (FY 2023/2024)	N/A	Detailed in Annex E to Schedule 3	

**Annex A to Schedule 3**  
**Repair Tier Levels Firm Pricing for Snake Eye III**

Pricing is to be in GBP£, excluding VAT and including packaging and delivery pricing

Equipment	Repair Type	Repair Description	Price Year 1 (Contract Start date to 31 <sup>st</sup> March 2023) Joel Supplied Spares	Price Year 1 (Contract Start date to 31 <sup>st</sup> March 2023) MOD Supplied RTP Spares	Price Year 2 (1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024) Joel Supplied Spares	Price Year 2 (1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024) MOD Supplied RTP Spares	Maximum Turnaround (calendar days)
Snake Eye III  Part No. BK-03W51211  NSN 6650-99-3621884	Minor A	Consists of the cost of conducting an inspection & summary report, detailing work that is required to repair the item.	£535.00	N/A	£615.00	N/A	3
	Minor B	As Minor A plus strip and survey report. Includes replacement of lower value component (e.g. cable, battery, rigid wand adapter unless obsolete, in which case spares would be provided by MOD under RTP where possible) which have been subject to damage through general use.	£1110.00	£945.00	£1275.00	£1085.00	4
	Major	As Minor B & includes replacement of higher value component (e.g. camera, display unit unless obsolete, in which case spares would be provided by MOD under RTP where possible) which have been subjected to damage through general use.	£1875.00	£1595.00	£2155.00	£1930.00	5
	BER/BR No Repair Cost	Estimates of total cost of repair that is likely to be in excess of 70% of contract price of the new item/article. No further work to be carried out and Authority informed.  In the event that the Authority decide not to proceed with a repair this cost will be incurred to cover the inspection and strip and survey report costs.	£415.00	N/A	£465.00	N/A	4



**Annex B to Schedule 3**  
**BK-03W51211 Firm Pricing of Spares/Consumables for Snake Eye III**

Pricing is to be in GBP£, excluding VAT and including packaging and delivery pricing

Stock Holdings column is to detail what stock is available from the start of the contract and available until contract end.

This is for reference only and is not to be updated at any time during the contract duration.

An updated list is to be provided during progress meetings and at any time during the contract duration, when requested by the Authority.

**Definition for Stock Holdings**

On-going – Available throughout the life of the contract.

Limited – Due to Aqua stopping production of Snake Eye equipment and spares, the quoted limited stock will only be available until the quoted stock levels have been depleted. No further stock will be available. The figure shown is the number of spares at the time of contract start.

Nil-Stock – Item obsolete, not available at start of contract.

Downloadable – Available to download throughout the life of the contract.

Item No.	Part No.	Description	NSN	Unit Price Year 1 (Contract Start date to 31 <sup>st</sup> March 2023)	Unit Price Year 2 (1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024)	Stock Holdings
1	11.1200CER	Mini USB Cable	Codification Requirement TBA	£15.00	£15.00	Limited - 2
2	CF1821	Customised Peli Case 1560(M)	6650-99-9689793	£375.00	£410.00	On-going
3	CS16077	SD Card Reader	Codification Requirement TBA	£14.00	£16.00	On-going
4	RD-15-3	Battery Compartment Door (SEIII)	Codification Not required - Joel replacement only	N/A	N/A	NIL Stock
5	RD-17	Side Bumpers, pair (SEIII)	Codification Not required - Joel replacement only	£40.00	£40.00	Limited – 3 Pairs
6	RD-19	Velcro Strap for Monitor	Codification Requirement TBA	£35.00	£40.00	Limited - 3
7	RP-03	4ft (1.2m) Flexible Cable	6150-99-1338643	£85.00	£85.00	Limited - 1
8	RP-04	Rigid Wand Adapter, 457mm	5836-99-8678590	N/A	N/A	NIL Stock
9	RP-05	Finger Adapter	5836-99-7247609	£25.00	£25.00	Limited - 3
10	RP-07	Smart Battery Charger	6130-99-7367779	£75.00	£80.00	Limited - 3
11	RP-09	DC Adapter (car)	6150-99-8705551	£25.00	£25.00	On-going
12	RP-12	90 Degree mirror Adapter (for 8mm)	Codification Requirement TBA	£85.00	£85.00	Limited - 4
13	RP-14	Switching Power Supply (AC)	6130-99-3436338	£70.00	£75.00	On-going

14	RP-15U	British AC Power Cord	6150-99-4359245	£25.00	£25.00	On-going
15	RP-18-UK	24V Switching Power Supply (for EB)	6130-99-9966559	N/A	N/A	NIL Stock
16	SC2GS	2GB SD Memory Card	Codification Requirement TBA	£25.00	£25.00	On-going
17	OA-03	30ft extension cable	Codification Not required - Joel replacement only	£100.00	£110.00	On-going
18	OA-03-100	100ft extension cable	6150-01-5807801	£195.00	£205.00	On-going
19	OA-03-09LM	3m semi rigid cable assembly	Codification Not required - Joel replacement only	£240.00	£255.00	On-going
20	OA-03-15LM	5m semi rigid cable assembly	Codification Not required - Joel replacement only	£310.00	£335.00	On-going
21	OA-03-30LM	10m semi rigid cable assembly	6150-99-8467783	£375.00	£395.00	On-going
22	OA-03-45LM	15m semi rigid cable assembly	Codification Not required - Joel replacement only	£395.00	£415.0	On-going
23	OA-03-60LM	20m semi rigid cable assembly	Codification Not required - Joel replacement only	£465.00	£495.00	On-going
24	OA-04	NiMH Rechargeable Battery, qty 2	6140-99-3530846	N/A	N/A	NIL Stock
25	OA-05	Neck Strap	5120-22-6169252 (Pending Post Codification Action)	£25.00	£30.00	On-going
26	OA-06	Sun Shield (for Monitor)	7045-01-6332313 (Pending Post Codification Action)	£50.00	£60.00	On-going
27	OA-10	Weatherproof Nylon Carry Bag	6650-99-9590020	£85.00	£95.00	On-going
28	SJL-CCB-01	HD Fabric Carrier Bag	Codification Requirement TBA	£115.00	£135.00	On-going
29	UMBK-03W	SnakeEye III Operations Manual	Downloadable	N/A	N/A	Downloadable
30	MD36610S	Carbon Fibre Pole, 10 metre	Codification Requirement TBA	£2995.00	£3130.00	On-going
31	OA-12	90 degree Adaptor (mirror) for 29mm camera	6650-99-3807296	£260.00	£260.00	Limited - 2
32	MD7419JM	Carbon Fibre pole 7.4 + 1.9m extension	Codification Requirement TBA	£2875.00	£2995.00	On-going

**Annex C to Schedule 3**  
**Firm Pricing Spares list for VT-031 Borescope Adapter Kit**

Pricing is to be in GBP£, excluding VAT and including packaging and delivery pricing

Item No.	Part No.	Description	NSN	Unit Price Year 1 (Contract Start date to 31 <sup>st</sup> March 2023)	Unit Price Year 2 (1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024)	Stock Holdings
1	LEMCC35	Coupling Lens,35mm	6650-99-3143341	£265.00	£280.00	On-going
2	OA-01	C-mount Camera, SnakeEye	6720-99-5939110	£515.00	£530.00	On-going
3	HH12AF	Rigid borescope 6.35mm diameter, 305mm length (borescope only)	Codification Not required - Joel replacement only	£975.00	£995.00	On-going
4	MTH12	Mirror Sleeve (side view adapter)	Codification Not required - Joel replacement only	£215.00	£230.00	On-going
5	MMAA	Portable light source with qty 2 AA batteries	6035-99-3531087	£85.00	£95.00	On-going
6	HCCJF	Rigid carry case with customised foam	Codification Not required - Joel replacement only	£195.00	£210.00	On-going

**Annex D to Schedule 3**  
**Firm Pricing Spares list for CFS-02X-100JM Fibrescope**

Pricing is to be in GBP£, excluding VAT and including packaging and delivery pricing

Item No.	Part no.	Description	NSN	Unit Price Year 1 (Contract Start date to 31 <sup>st</sup> March 2023)	Unit Price Year 2 (1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024)	Stock Holdings
1	CFA-06	Carry case with customised foam insert	6650-99-2723288	£245.00	£260.00	On-going

**Annex E to Schedule 3**  
**Firm Pricing list for Demand Order Equipment**

Pricing is to be in GBP£, excluding VAT and including packaging and delivery pricing

Item No.	Part No.	Description	NSN	Unit Price Year 1 (Contract Start date to 31 <sup>st</sup> March 2023)	Unit Price Year 2 (1 <sup>st</sup> April 2023 to 31 <sup>st</sup> March 2024)	Stock Holdings
1	VT-031	<b>Borescope Kit</b> , consisting: Rigid Borescope 6.35mm diameter, 305mm length, coupling lens 35mm, mirror sleeve (side view adapter), portable light source with qty 2 size AA battery and rigid carry case.	6650-99-4643750	£1995.00	£2215.00	On-going
2	CFS-02X-100JM	<b>Fibrescope Kit</b> , consisting: Fibrescope 5mm diameter, 1000mm length complete with eye piece, 90-degree side view adapter, portable light source (with qty 2 AA batteries) in a carry case with customised foam insert.	6650-99-6145626	£3245.00	£3715.00	Limited – 2 Kits

## Appendix – Addresses and Other Information

**1. Commercial Officer**

Name: Stephanie Butler

Address: DECA Sealand, Building 15, Managed Services Team,  
Welsh Road, Deeside, Flintshire, CH5 2LS

Email: Stephanie.Butler@DECA.MOD.UK

Tel: 07436 206609

**2. Project Manager, Equipment Support manager or PT Leader**

(from whom technical information is available)

Name: Derek Percox

Address: DECA Sealand, Building 15, Managed Services Team,  
Welsh Road, Deeside, Flintshire, CH5 2LS

Email: Derek.Percox@DECA.MOD.UK

Tel: 07816 115613

**3. Packaging Design Authority**

Organisation & point of contact:

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

Tel

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

DECA Managed Services Team – William Brownlee  
Tel: 07966 258224

(b) U.I.N.

**5. Drawings/Specifications are available from****6. Intentionally Blank****7. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <http://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  
Tel: 44 (0) 161 233 5397

2. For all other enquiries contact DBS Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
Tel: 44 (0) 161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

**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 Tel: 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS Tel: 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS Tel: 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS Tel: 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

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

**11. The Invoice Paying Authority**

Ministry of Defence Tel: 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

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 Arncott

Bicester, OX25 1LP (Tel: 01869 256197 Fax: 01869 256824)

Applications via fax or email:

[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\*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 Internet site requested should be submitted through the Commercial Officer named in Section 1.

## **Schedule 4 – Statement of Requirement**

### **1. Introduction**

- a. The Authority requires continued In Service Support (ISS) for the in use COTS range of Remote Viewing Aid (RVA), Snake Eye III borescope, VT-031 borescope and CFS-02X-100JM fibrescope Kit equipment detailed in associated Annex's to Schedule 3.
- b. This Statement of Requirement (SoR) defines the ISS requirement for repairs, spares, accessories, consumables and ad-hoc tasking for the equipment.

### **2. Background Information**

- a. The previous contract, ACComm2/0052, expired on the 31st March 2022.
- b. The RVA equipment provides tri-service support for RVA equipment at more than 20 Units within the UK and abroad.
- c. A support contract is required to ensure the RVA equipment remains serviceable to enable inspections to be carried out across a range of platforms.

### **3. Scope of Requirement Assumptions**

- a. The SoR is organised around "Firm Price Services" and "Additional Tasking". All additional tasking will be carried out via Task Approval Form (TAF) at Schedule 5. There will be yearly core payments for management of the contract.

### **4. Firm Price Services will cover:**

- a. Demand Order Repair for BK-03W51211 Snake Eye III RVA equipment.
  - i. The repairs will be split into repair tier levels (Annex A to Schedule 3).
  - ii. Firm prices will be provided for each repair tier level (Annex A to Schedule 3).
  - iii. Repairs will be subject to a maximum turnaround time (Annex A to Schedule 3).
  - iv. Where spares are unavailable from JOEL to carry out the repair, due to limited availability or obsolescence, the Authority will provide Reduce To Repair (RTP) recovered spares when available to carry out the repair.
- b. Demand order supply of equipment VT-031 borescope kit and CFS-02X-100JM fibrescope kit for items listed in Annex E to Schedule 3.
  - i. Firm prices will be provided for each item listed.
- c. Demand order spares, accessories and consumables for items listed in Annex's B, C and D to Schedule 3.
  - i. Firm prices will be provided for each item listed.

### **5. Additional Tasking**

Additional tasking will be detailed as a TAF (Task Approval Form). This process will be in accordance with clause 22.1 within this contract, detailed above.

### **6. Supply of documentation**

Supply of Documentation - The supplier shall action all reasonable requests for illustrations, drawings, reports, specifications, records and other technical information to the MOD and other agencies approved by the contract Authority to the extent that the MOD has rights to such

documentation. The Supplier shall ensure availability of this technical information for lifetime of the RVA equipment listed within Schedule 3 and Annex E to Schedule 3, plus 7 years thereafter.

## **7. Project Administration and Management**

- a. The supplier shall carry out all administration and management of the contract including the following under the contract:
  - i. The supplier will host 2 progress meetings per annum (see Para 9 Progress meetings).
  - ii. There will be yearly core payments (1 per financial year of contract) for Project administration and management.

## **8. Progress Reports**

The supplier is to submit a progress report (Contract Tracker, which will be provided upon Contract Start) to the Project Manager on a six monthly basis. The report shall list for the period the classifications of repairs undertaken including BER/BRs, any details of assets damaged by the user, forecast of output, and, if applicable, recommendations for improvements. The report shall be provided to the Project Manager 2 weeks prior to the Progress Meeting (see para 9).

## **9. Progress Meetings**

- a. The supplier shall attend 2 progress meetings per annum hosted by the supplier, at the supplier's premises (any alternative venue to be agreed with the Authority). The supplier will be responsible for taking contract minutes and actions for all meetings. The meetings will be in accordance with the following standard agenda:
  - i. Introductions.
  - ii. Review previous minutes.
  - iii. Action log review.
  - iv. Contract Tracker Report Review including;
    - 1. Key Performance Indicator review.
    - 2. Obsolescence notifications.
    - 3. Opportunities review.
    - 4. Risk register review.
  - v. Repairs review.
  - vi. Spares review.
  - vii. Quality Issues.
  - viii. Commercial and finance review.
  - ix. AOB.
  - x. Date of next meeting.
- b. Within one week of the progress meeting taking place, the supplier will provide the Authority with a copy of the meeting minutes and actions on a standard template and Action Log.
- c. Either party may convene meetings at no additional cost to either party, at either the supplier's premises or the Authority's premises.
- d. Obsolescence is to be managed by the supplier and the Authority should be notified in a timely manner of any obsolescence. The supplier is responsible for updating the Obsolescence issues in the Contract Tracker Report, which will be provided by the Authority within the contract.

- e. Opportunities recording shall be managed and updated by the supplier in the Contract Tracker Report.
- f. The Risk register is to be managed by the supplier. The supplier is to detail the mitigation or removal of the risks that are raised. The risks are to be scored in accordance with the Contract Tracker Report (which will be provided upon Contract Start by the Authority).

#### **10. Demand Order Repair**

Demand Order Repair for BK-03W51211 Snake Eye III RVA equipment.

- a. The Authority will inform the supplier of the required repair via telephone (with confirmation email to follow) or email detailing the Location of the equipment, description, NSN, serial number and fault. A return address will be provided if available at that time.
- b. If the supplier receives repairable equipment directly from MOD Units without notification by the Authority, the supplier is to inform the Authority of the received equipment before any assessment or further rectification work is carried out. The Authority will notify the supplier via telephone (with confirmation email to follow) or email detailing how to proceed with the equipment.
- c. The Authority is to arrange for collection and transportation of the equipment to the suppliers repair centre.
- d. The supplier will assess the repairable equipment and inform the Authority via email along with submission of a strip and survey report detailing which repair tier level is required and the maximum turnaround time (see Annex A to Schedule 3).
- e. It is defined that a minor repair will be for the replacement of lower value components (e.g. cables, batteries, rigid wand adapters) which have been subject to damage through general use (see Annex A to Schedule 3).
- f. It is defined that a major repair will be for the replacement of higher value components (e.g. camera, display unit) which have been subject to damage through general use.
- g. The Authority will send confirmation approval for the repair tier via telephone (with confirmation email and PO to follow) or just via email with the Purchase Order (PO) number. The supplier is not to carry out a repair without approval or PO.
- h. Where the Authority decides not to proceed with a repair a 'No repair cost' will be incurred to cover the inspection costs of the supplier.
- i. When the repair has been completed, the supplier will notify the Authority and provide a breakdown of the repair along with a copy of the invoice.
- j. The authority will provide the return address (if not already provided above) and the supplier will provide a copy of the MOD Form 650 to the Authority. The supplier will arrange via LEIDOS for the repaired serviceable equipment to be transported to the depot or location provided by the Authority.
- k. Exostar will be invoiced by the supplier to receive payment.

#### **11. Demand Order Supply of equipment.**

Demand Order Supply of equipment VT-031 borescope kit and CFS-02X-100JM fibrescope kit for items listed in Annex E to Schedule 3.

- a. Authority will inform the supplier of the demand for the required equipment via telephone (with confirmation email to follow) or email detailing the, description, NSN and Part number where applicable a delivery address will be provided.



- b. The supplier will check availability of the equipment and inform the authority of the expected delivery timescale.
- c. The Authority will send confirmation approval for the equipment via telephone (with confirmation email and PO to follow) or just via email with the Purchase Order (PO) number. The supplier is not to carry out a request without approval or PO.
- d. When the equipment is ready to be dispatched, the authority will provide the return address (if not already provided above) and the supplier will provide a copy of the MOD Form 650 to the Authority. The supplier will arrange via LEIDOS for the equipment to be transported to the depot or location provided by the Authority.
- e. Exostar will be invoiced by the supplier to receive payment.

## **12. Demand Order Spares, Accessories and Consumables.**

Demand Order spares, accessories and consumables for items listed in Annex's B, C and D to Schedule 3.

- a. The Authority will inform the supplier of the demand for the required spare, accessory or consumable via telephone (with confirmation email to follow) or email detailing the, description, NSN and Part number where applicable. A delivery address will be provided.
- b. The supplier will check availability of the spare, accessory or consumable and inform the authority of the expected delivery timescale.
- c. The Authority will send confirmation approval for the spare, accessory or consumable via telephone (with confirmation email and PO to follow) or just via email with the Purchase Order (PO) number. The supplier is not to carry out a request without approval or PO.
- d. When the spare, accessory or consumable is ready to be dispatched, the authority will provide the return address (if not already provided above) and the supplier will provide a copy of the MOD Form 650 to the Authority. The supplier will arrange via LEIDOS for the spare, accessory or consumable to be transported to the depot or location provided by the Authority.
- e. Exostar will be invoiced by the supplier to receive payment.

## **13. Items Scrapped**

Items to be scrapped whilst undergoing repair are to be subject to MOD Form 650a procedure. The Supplier shall raise and dispatch the MOD Form 650a to the following:

- a. The Project Manager.
- b. Public Accounting Authority - as detailed at box 8 of DEFFORM 111.

## **14. Repair Turn Around Times**

The Repair Turn Round Time (RTRT) is the period taken from feed-in of an Article for repair, to its availability for dispatch from the supplier. The RTRT for each Article can be found in Annex A to Schedule 3. The supplier shall immediately advise the Project Manager, or their nominated representative, in writing whenever major influences cause permanent change to the RTRTs shown in the Contract.

## **15. Urgent Requirements**

Demands for articles to meet AOG (Aircraft on the Ground) or Priority 03 or higher priority requirements and cases of special urgency will be communicated to the supplier by the Project Manager or Inventory Manager. The supplier is required to deal with these demands urgently in order that delivery of the immediate priority requirement may be affected with the least possible delay. Special requirements for delivery, packaging and labelling are to be advised by and agreed with the Project Manager or Inventory Manager where necessary.

## **16. Packaging**

- a. Unless otherwise stated on the Demand Order, all Articles to be supplied against the Contract shall be packaged in accordance with the provisions of DEFCON 129 (and 129J where appropriate).
- b. Any components delivered shall be in "Commercial/Trade Packaging" (Packaging Code 8 - Also known as Code A) as defined in DEFCON 129 with reference to Defence Standard 81-041 Pt 1. Any non-compliance causing damage through incorrect packaging, labelling or marking shall be assessed on a case-by-case basis and made attributable to either the MOD or the contractor in accordance with the Terms and Conditions of the Contract.
- c. The provisions of Bar Coding detailed in DEFCON 129 shall apply.

## **17. Repair Warranty**

The supplier provides a warranty for the specific repair and the associated replacement components used for the repair against defects or malfunctions in materials and workmanship.

- a. The warranty does not apply when:
  - i. The product has been serviced or repaired by anyone other than the supplier.
  - ii. The product has been connected, installed, altered, adjusted or handled in a manner other than as specified in the instruction manuals.
  - iii. The serial or model number has been altered or removed.
- b. The Warranty for each Article shall be valid for 12 months and will commence from the date of the Authority's acceptance of the item.
- c. The Warranty excludes repairs where MOD RTP spares are used, but will cover faulty workmanship.
- d. The Warranty excludes repairs to be undertaken, and/or for the supply of replacement articles further to the misuse of the article by the Authority. This covers damage that cannot reasonably be described as normal "fair wear and tear", and includes where the Authority has failed to operate, store or maintain the article correctly. Items with defects not covered by warranty shall be repaired in accordance with paragraph 10.

## **18. Codification Of Articles**

- a. Codification shall be conducted in accordance with DEFCON 117, by the supplier on behalf of the Authority.
- b. For all equipment supplied under this Contract without a NATO Stock Number (NSN) the supplier is to provide the Authority the technical information required for codification.
- c. Codification information shall be provided by the supplier to a timescale agreed with the Authority.
- d. Each equipment asset will be marked by the supplier with the NATO stock number and a unique serial number.

## **19. Obsolescence**

- a. The supplier is responsible for all obsolescence issues excluding regulatory obsolescence. Regulatory obsolescence is defined as an inability to supply a spare or service as a result of the intervention of a regulatory/legal body.
- b. Obsolescence shall be reported to the Authority as soon as the supplier becomes aware of an obsolete item. Obsolescence shall also be detailed in the contract tracker.
- c. If the Remote Video Viewing Aids or its ancillary equipment is to be changed or upgraded to prevent obsolescence the provisions of paragraph 18 shall apply.

## **20. Modifications**

The Remote Video Viewing Aids must not be modified, upgraded or changed in any way that affects its fit, form and/or function. However, if the supplier identifies a need to modify the equipment he must notify the Project Manager in the first instance. No modifications are to be undertaken without agreement with the Project Manager.

## **21. Disposal Of Redundant, Surplus or Obsolete Material**

- a. All redundant, surplus, or obsolete parts, items and materials, including scrap, which remains on the supplier's premises, or at any of the sub-Contractor's premises, on completion of work under the Contract, shall remain the property of the Authority, The items shall be packed and handled carefully to protect them from damage awaiting the Authority's inspection.
- b. The supplier shall provide to the Project Manager, or their nominated representative, for the certification within 3 months of completion of all work under the Contract, a list of the redundant, surplus, or obsolete parts, items and materials, including scrap, in order that the Authority's Disposal Sales Agency may then inspect and select appropriate items for removal from the supplier's or the sub-Contractor's premises.
- c. Items not removed by the Disposal Sales Agency shall be disposed of in accordance with clause (f) below.
- d. The list(s) of items furnished to the Project Manager shall be annotated to show items collected by the Disposal Sales Agency or its nominated specialist Contractor, those sold via the supplier on the open market and those disposed of.
- e. If there are no redundant, surplus, obsolete parts or scrap arising as a result of the work under the Contract, the supplier shall furnish to the Commercial Manager within 2 months of completion of all work under the Contract, a certificate to that effect.
- f. Assemblies scrapped whilst undergoing repair are to be dealt with in accordance with Asset Accounting Procedures. The supplier is responsible for raising and despatching MoD Form 650A to the following:
  - i. The Project Manager.
  - ii. Public Accounting Authority.

## **22. Advice and Assistance**

The supplier will provide Advice and Assistance (A&A) and shall answer queries on technical and administrative details related to the equipment and services provided by the contract, within 5 working days of the request. A&A is to be available to system users through telephone support or by electronic means i.e. websites, email etc. This A&A shall be available Monday – Friday from 09:00 – 17:00 excepting public holidays with allowance for time zone differences as required.

### **23. Elements of Support**

Transportation - The Authority shall be responsible for the transportation from and delivery to the required sites, for the repairable equipment, spares, accessories and consumables covered under this contract. The Authority may arrange for the supplier to book MOD transport on behalf of the Authority.

### **24. Quality, Standards And Certification Requirements**

The supplier shall comply with or attain the following Quality, Standards and Certification requirements.

- a. AQAP 2131 - AQAP-2131 Ed C Ver 1 - NATO Quality Assurance Requirements for Final Inspection. CoC shall be provided in accordance with DEFCON 627.
- b. No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
- c. Quality Management ISO 9001:2015 certification.
- d. Def Stan 05-135, Issue 2 – Avoidance of Counterfeit Material.

### **25. Cyber Security**

The supplier shall maintain and comply with the following;

- a. Cyber Essentials Certification.
- b. DEFCON 658
- c. Def Stan 05-138

## Schedule 5 – Task Approval Form (TAF)

Part 1 – Request for firm price quotation *(To be completed by the Authority)*

<b>To:</b>		<b>From:</b> Defence Electronics & Components Agency (DECA) Managed Services Bldg 15, MOD Sealand, Welsh Road, Deeside, Flintshire. CH5 2LS	
<b>Contract No.</b>		<b>Task No.</b>	<b>Issue No.</b>
<b>Task Title</b>			
<b>Task Description</b>			
<b>Task Deliverables</b>			
<b>Deliverable Acceptance Criteria</b>			
<b>Terms and Conditions</b>			
In addition to the overarching Contract, the following specific DEFCONs shall also apply: (Insert if applicable)			
<input type="checkbox"/>	DEFCON 15 (Edn.06/21) - Design Rights and Rights To Use Information		
<input type="checkbox"/>	DEFCON 16 (Edn.06/21) - Repair and Maintenance Information		
<input type="checkbox"/>	DEFCON 21 (Edn.06/21) - Retention of Records		
<input type="checkbox"/>	DEFCON 23 (Edn.06/21) - Special Jigs, Tooling and Test Equipment		
<input type="checkbox"/>	DEFCON 82 (Edn.06/21) - Special Procedure For Initial Spares		
<input type="checkbox"/>	DEFCON 91 (Edn.06/21) - Intellectual Property Rights in Software		
Note: Where DEFCONs 15, 16 or 21 apply, a DEFFORM 315 - Contract Data Requirement, must be completed per applicable Data Category. Where DEFCON 91 applies, the software deliverables covered under this DEFCON, will be defined above (under "Task Deliverables").			
<b>Contract No.</b>		<b>Task No.</b>	<b>Issue No.</b>
<b>Part 1 Request for Price Authorisation</b>			
Name:		Signed:	
Post: Authority Project Engineer		Date:	
Name:		Signed:	
Post: Authority Commercial Manager		Date:	



Part 2 – Quotation *(To be completed by the Contractor)*

<b>To:</b>	Defence Electronics & Components Agency (DECA) Managed Services Bldg 15, MOD Sealand, Welsh Road, Deeside, Flintshire. CH5 2LS			<b>From:</b>	
<b>Firm Price Offer</b>					
A firm quotation is provided in respect of Task Number ____ and a full breakdown (which includes, but is not limited to; labour rates, materials, sub-contract costs and overheads) has been attached separately.					
<b>GFA</b>					
<b>Payment Terms</b>					
Payment shall be on completion unless agreed otherwise below:					
<b>Contract No.</b>		<b>Task No.</b>		<b>Issue No.</b>	
<b>Part 2 Quotation Authorisation</b>					
Name:			Signed:		
Post			Date:		

Part 3 – Authorisation to proceed *(To be completed by the Authority)*

<b>To:</b>	<b>From:</b> Defence Electronics & Components Agency (DECA) Managed Services Bldg 15, MOD Sealand, Welsh Road, Deeside, Flintshire. CH5 2LS								
<b>Task Acceptance or Rejection</b>									
<input type="checkbox"/>	<p>The Task has been rejected for the following reason(s):</p> <p><input type="checkbox"/> A revised quotation is required.</p> <p><input type="checkbox"/> There is no longer a requirement for this task. No further action is to be taken.</p>								
<input type="checkbox"/>	<p>Authorisation to proceed.</p> <p>You are hereby requested to proceed with the requirement outlined within Task at the firm price of £ (ex VAT).</p> <p>Is a matching Contract Amendment required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The task is to be booked against the following:</p> <table style="width: 100%; margin-left: 60%;"> <tr> <td style="width: 60%;">RAC</td> <td style="width: 40%; border: 1px solid black; height: 15px;"></td> </tr> <tr> <td>UIN</td> <td style="border: 1px solid black; height: 15px;"></td> </tr> <tr> <td>LPC</td> <td style="border: 1px solid black; height: 15px;"></td> </tr> <tr> <td>VAT Code</td> <td style="border: 1px solid black; height: 15px;"></td> </tr> </table> <p>Finance Reference (Funding Allocation): <span style="border: 1px solid black; display: inline-block; width: 200px; height: 15px; vertical-align: middle;"></span></p>	RAC		UIN		LPC		VAT Code	
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LPC									
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<b>Contract No.</b>		<b>Task No.</b>		<b>Issue No.</b>					
<b>Part 3 Acceptance / Rejection</b>									
Name:	Signed:								
Post: Authority Project Manager	Date:								
Name:	Signed:								
Post: Authority Commercial Manager	Date:								



Part 4 – Completion of the Task

Part 4A (To be completed by the Contractor)

<b>To:</b> Defence Electronics & Components Agency (DECA) Managed Services Bldg 15, MOD Sealand, Welsh Road, Deeside, Flintshire. CH5 2LS	<b>From:</b>
Contract No _____ Task ____ Issue 01 has been completed on.	
Name:  Post:	Signed:  Date:

Part 4B (To be completed by the Authority)

I certify that Contract No _____ Task ____ Issue 01 has been completed and has been authorised for payment accordingly;	
Name:  Post: Authority Project Manager	Signed:  Date:

## 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

There are no Negotiable Deliverables within this contract

### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Planning and Administration - Arrange In House Contract Initiation Meeting (reminder)	To call an initial Internal only meeting to ensure that all key MOD players understand the contract, e.g. they know: the contract scope and operation; their role & authority in the contract; the specific obligations they are responsible for; high-risk areas; performance evaluation; and what to do in response to events/problems that may arise and if changes are needed.	Due 1 day after Contract Agreement Start Date	Supplier Organisation
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 Organisation
Obligation DEFCON 117 ( Edn 12/16) 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.	Due 3 months after Contract Agreement Start Date	Supplier Organisation
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organisation
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organisation
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Due 1 month after Contract Agreement Start Date	Supplier Organisation
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month after Contract Agreement Start Date	Supplier Organisation
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	Repeats every 6 months on an agreed day of the month with the Authority. Starting 1 month after Contract	Supplier Organisation

		Agreement Start Date until Contract Agreement End Date	
Payment Condition 14.b	Submission of Invoices		Supplier Organisation
Payment Condition 14.c	Payment		Supplier Organisation

#### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	Due 30 days after Contract Agreement Start Date	Buyer Organisation
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organisation
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organisation
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organisation