

## Schedule 7 – Export Licence (i.a.w. clause A17.g) for Contract No: JSENS/00128

### Condition to be included in relevant subcontracts

#### Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. “Agreement” means this subcontract;
- b. “Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. “Contract” means Contract No **JSENS/00128** between the Authority and the Contractor;
- d. “Contractor” means BAE Systems Operations Ltd;
- e. “First Party” means the Ministry of Defence of the United Kingdom;
- f. “Second Party” means BAE Systems Operations Ltd.

2. In this Condition, “foreign” and “Overseas” shall be understood from the position of the Authority and be regarded as “non-UK”.

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in condition D1 (Third Party Intellectual Property – Rights and Restrictions) of the First Party’s Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in clause 3 and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply, including to the extent applicable to such obligations or restrictions:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and Information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything Delivered or used in the performance or fulfilment of the services; and
- f. any specific restrictions on re-transfer or re-export of the articles or of anything Delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:

- a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

(1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and

(2) the end use as: For the Purposes of HM Government;

b. include in the submission for the licence a statement that "information on the status of processing this license application may be shared with BAE Systems Operations Ltd and the Ministry of Defence of the United Kingdom";

c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract.

6. If the information required under clauses 3 and 4 has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses 3 and 4.

7. If the Second Party becomes aware of any changes in the information notified previously under clause 3, 4 or 6 that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.

8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with his purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.

9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.

10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.

11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these clauses 1 - 14. Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.

12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in clause 3:

a. the First Party may, or at the request of the Second Party, undertake to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:

- (1) the exporting nation, including the export licence number (where known);
- (2) the items or information affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

b. This will not include Intellectual Property specific restrictions of the type mentioned in condition D1 (Third Party Intellectual Property – Rights and Restrictions) in relation to the First Party's Conditions of Contract instead of the Contractor.

c. The Second Party and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.

d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.

13. Where restrictions are advised by the First Party to the Second Party under clause 12, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of condition A22 (Termination for Convenience) of the First Party's Conditions of Contract.

14. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Agreement.

**Schedule 8 Acceptance Procedure (i.a.w. condition K8) for Contract No: JSENS/00128**

**Not Used.**

**Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the Contract: Data Requirements**

**Hazardous Articles, Materials or Substances Statement by the Contractor**

Contract No: JSENS/00128

Contract Title: Provision of In-Service Support and Software Licences to GBAD BISA

Contractor: BAE Systems Operations Ltd

Date of Contract: 03 January 2017

\* To the best of our knowledge there are no hazardous Articles, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with the SC3 Core Plus condition "Supply of Hazardous Material or Substance in Contractor Deliverables".

Contractor's Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address: JSENS Commercial, McIntosh Building, Level 0, Abbey Wood, Bristol, BS34 8JH.

Copy to be forwarded to:

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

**Schedule 10 – Key Performance Indicators for Contract No. JSENS/00128**

This Schedule sets out the mechanism by which the Contractor’s performance under the Contract will be measured and monitored. In conjunction with Condition L1 of this Contract this Schedule sets out how deductions to the quarterly payment will be calculated and applied in the event that the Contractor fails to meet the Authority’s requirement under this Contract.

**Table 1**

<b>A KPI</b>	<b>B Title</b>	<b>C Description</b>	<b>D Required Performance</b>	<b>E Consequence</b>
1	Quarterly Project Control Meeting (QPCM) Minutes	<p>a) The Contractor shall deliver to the Authority’s Project Manager the draft QPCM minutes, within 20 business days of each QPCM.</p> <p>b) Following receipt of the Authority’s comments on the draft minutes, the Contractor shall incorporate such comments and formally issue agreed minutes to all attendees within 7 business days.</p>	100% of minutes delivered and issued within the required time period.	<p>If KPI 1a) is not at Green as detailed in Table 2, a deduction of 2.00% will be made to the Quarterly Payment of line item 2 (two) in accordance with the SoR.</p> <p>If KPI 1b) is not at Green as detailed in Table 2, a deduction of 2.00% will be made to the Quarterly Payment of line item 2 (two) in accordance with the SoR.</p> <p>The Authority shall have the right to terminate the</p>

				Contract for persistent breach in accordance with F1.a.(5).
2	Field Support Engineer (FSE) Summary Reports	The Contractor shall deliver FSE summary reports following any activity under Item 27 of the Statement of Work at Schedule 5 to this Contract. The report shall be published within 5 Business Days of such activity, unless expressly agreed in writing by the Authority's Commercial Manager. The Contractor shall immediately notify the Authority as soon as the Contractor is aware that due to staff absences the deadline cannot be met. In these circumstances the Authority's Commercial Manager shall agree a reasonable date for receipt of the report and it is this date that shall apply for the purposes of measuring this KPI. If the Contractor fails to notify the Authority of a period of absence the KPI shall continue to be measured against the 5 Business Day deadline for the affected period.	100% of reports issued within 5 business days of each activity.	<p>If KPI is at Amber, as detailed in Table 2, a deduction of 3.00% will be made to the Quarterly Payment of line item 1 (one) in accordance with the SoR.</p> <p>If KPI is at Red, as detailed in Table 2, a deduction of 4.00% will be made to the Quarterly Payment of line item 1 (one) in accordance with the SoR.</p> <p>If KPI is at Critical, as detailed in Table 2, a deduction of 5.00% will be made to the Quarterly Payment of line item 1 (one) in accordance with the SoR.</p>

				The Authority shall have the right to terminate the Contract for persistent breach in accordance with F1.a.(5).
3	Incident Reports (IR)	The Contractor shall deliver Incident Report (IR) advice to the Authority's User which raised the incident, within 5 business days of the IR being received by the Contractor. For the avoidance of doubt 5 business days shall commence from receipt of the IR by the Contractor's representatives at BAE Frimley or the Contractor's FSE, whichever is earlier.	100% of advice issued to the Authority within 5 business days of the IR being raised.	<p>If KPI is at Amber, as detailed in Table 2, a deduction of 3.00% will be made to the Quarterly Payment of line item 2 (two) in accordance with the SoR.</p> <p>If KPI is at Red, as detailed in Table 2, a deduction of 4.00% will be made to the Quarterly Payment of line item 2 (two) in accordance with the SoR.</p> <p>If KPI is at Critical, as detailed in Table 2, a deduction of 5.00% will be made to the Quarterly Payment of line item 2 (two) in</p>

				accordance with the SoR. The Authority shall have the right to terminate the Contract for persistent breach in accordance with F1.a.(5).
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**Table 2**

<b>KPI</b>	<b>Critical</b> \ Deduction	<b>Red</b> \ Deduction	<b>Amber</b> \ Deduction	<b>Green</b>	<b>Priority</b>
1				100%	Medium
2	49% - 0% \ 5%	79% - 50% \ 4%	99% - 80% \ 3%	100%	Medium
3	49% - 0% \ 5%	79% - 50% \ 4%	99% - 80% \ 3%	100%	High

**Note:** any percentage calculation that is not whole will be rounded up to the nearest whole figure if the 1<sup>st</sup> decimal point is 5 or higher. If 4 or lower, the percentage calculation will be rounded down to the nearest whole figure.

**Schedule 11 – Government Furnished Assets for Contract No. JSENS/00128**

**GOVERNMENT FURNISHED ASSETS**

<b>GFE Description</b>	<b>AADSC Laptop Computers</b>	<b>System FAT Test Rig at BAE Systems Frimley</b>	<b>System FAT Test Rig at 15 Signals Regiment Larkhill</b>
Quantity	3	N/A	N/A
Terms of Loan	Contract support item	Contract support item	Contract support item
Location of Supply		Frimley	Larkhill
Packaging Issues	N/A	N/A	N/A
Force Majeure / relief / compensation	N/A	N/A	N/A

Note: System FAT Test Rig at BAE Systems Frimley and System FAT Test Rig at 15 Signals Regiment Larkhill were funded under DEFCON 23 and held under DEFCON 611.

**Schedule 12 – Task Authorisation Form (TAF) for Contract No. JSENS/00128**

<b>TASK AUTHORISATION FORM (TAF)</b>			
<b>Contract Number:</b>			
<b>PART A - Task Required</b>			
Task Number:		Issue Date:	
Task Description:			
<p>NB. The Contractor shall not commence any work in respect of this TAF until Part E of this form has been signed by the Authority and returned to the Contractor.</p>			
<b>PART B - Company Quotation</b>			
Labour Description:	Firm Hours	Firm Rate per hour	£ Cost (ex VAT)
Materials Description:			
Sub-Contract Description:			
Sub Total(ex VAT):			
VAT			20%
Travel and Subsistence (Actuals):			
Total Firm Price for this Task (inc VAT):			
<b>COMPLETION DATE :</b>		DD/MM/YYYY	
Signed for the Company:	Name:	Position:	Date:

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**PART C - PROJECT AUTHORISATION**

It is confirmed that the Hours and Materials quoted for task \_\_\_\_\_ are commensurate with the work involved.

Authority's Project Manager's Signature	Name:	Position:	Date

**PART D - Financial Approval**

There are no financial objections to the Task and financial provision of £ \_\_\_\_\_ (VAT inc )  
£ \_\_\_\_\_ (VAT ex) has been made.

UIN #1:	RAC:	RAC:	VAT Code:
UIN #2:	RAC:	RAC:	VAT Code:
MG Code:	BLB Code:		
Authority's Finance Officer 's Signature:	Name:	Position:	Date:

**PART E - Commercial Branch Approval**

There are no commercial objections to this Task and Purchase Order No: \_\_\_\_\_ has been created on P2P for the Task to proceed at the Total Firm Price of £ \_\_\_\_\_ (VAT ex)

Authority's Commercial Officer's Signature:	Name:	Position:	Date

**PART F - Task Completion Statement by Company**

The Task is complete and an Invoice Message has been sent on CP&F.

Signed for the Company:	Name:	Position:	Date:

<b>PART G - Task Agreed Complete</b>			
It is agreed that the task is complete and a Receipt Message No _____ has been sent on P2P.			
Project Manager's Signature:	Name:	Position:	Date:

**Schedule 13 – Quarterly Payment Plan for Contract No. JSENS/00128**

[Redacted]

**Schedule 14 – Schedule of Rates for Contract No. JSENS/00128**

[Redacted]

**Schedule 15 – Travel and Subsistence Rates for Contract No. JSENS/00128**

[Redacted]