



Ministry
of Defence

James Smith
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Senior Commercial Officer
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65 Brown Street

Glasgow, G2 8EX

Email: james.smith868@mod.gov.uk

Projecting Success
Woodspring
Livery Rd
West Winterslow
Salisbury
SP5 1RH

Your Reference:

Our Reference:
705684450

Date: 28 Nov 22

Dear Martin

Offer Of Contract 705684450 for External Assistance to Data Analytics Consultation

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **Data Analytics Consultation** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

James Smith

James Smith (signed electronically 28 Nov 22)

Senior Commercial Officer
Head Office Commercial BP2

Standardised Contracting Terms

SC1A

(Edn 09/22)

1 Definitions - In the Contract:

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

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

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

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

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners.

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 during its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released.

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

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

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

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

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

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication.

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

Transparency Information means the content of this Contract in its entirety, including from time-to-time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions.
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 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 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 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 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) considering 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 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 disposing of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 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 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property.
- (2) DEFCON 90 - including copyright material supplied under clause 5.
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b.

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies, or omissions in Schedule 5.

Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification.
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the

Contractor reasonable assistance regarding any relevant defence or security matter arising in the application for any such licence.

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

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH Article 31 compliant Safety Data Sheet (SDS).
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request in accordance with UK REACH Article 31(3); and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply in accordance with UK REACH Article 33.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 17 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 17.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

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

11 Marking of Contractor Deliverables

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

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

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

13 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. If 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 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 because 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 based on 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.

Purchase Order**PURCHASE ORDER****SC1A PO**
(Edn09/22)**Contract No:** 705684450**Contract Name:** Projecting Success Data Analytics Consultation**Dated:** 11 Nov 22

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

Contractor	Quality Assurance Requirement (Clause 8)
XX redacted	n/a

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name:	Select method of transport of Deliverables

Address: XX Redacted	<p>To be Delivered by the Contractor [Special Instructions]</p> <p>To be Collected by the Authority [Special Instructions]</p> <p>Each consignment of the Deliverables shall be accompanied by a delivery note.</p>
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Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>As agreed by Transformation team and the Supplier. Frequent progress Meetings</p>	<p>The Contractor is required to submit the following Reports:</p> <p>As agreed by Transformation team and the Supplier.</p> <p>Frequent progress Reporting</p>

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

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncliff</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL</p>

<p>Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: Leidos-FormsPublications@teamleidos.mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>
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Contractor's Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

XX redacted

Cross reference to location of Sensitive Information:

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters: XX redacted

Name:

Position:

Address:

Telephone Number:

E-mail Address:

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is

<p>open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order, the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Contractor</p> <p>Authorised Signatory xx Redacted</p> <p>Date: xx Redacted</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): JAMES SMITH</p> <p>Position: Senior Commercial Officer For and on behalf of the Authority</p> <p>Authorised Signatory James Smith (signed electronically 28 Nov 22)</p> <p>Date: 28 Nov 22</p>
<p>C) Effective Date of Contract: 22/12/2022</p>	

Contract Number: 705684450- External Support to implement the MOD Project Data Analytics strategy**CONTENTS**

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1. PURPOSE

- 1.1 The Public Accounts Committee (PAC) report, 'Improving the performance of major defence equipment contracts' (Oct 21) concluded that the Department's system for delivery is broken. This is because the Department's current solutions do not help it to learn from experience, and the PAC is unclear what additional capability the taxpayer will receive from the extra £16.5 billion in the 2020 Spending Review.
- 1.2 The Department is able to learn across its portfolio when it has a clear picture of performance across its portfolio. This comes down to data on the way that our projects manage cost, schedule and capability. In its Equipment Plan report (Jan 21), the NAO concluded that the Department "needs to focus on strengthening its analytical capacity" and "[...] make its data – such as records of reasons for project cost changes, detailed outturn data and breakdowns of forecast efficiencies – more accessible to finance and planning staff throughout the Department". (NAO, The Equipment Plan 2020-2030, Jan 2021)
- 1.3 In September, the Chief Operating Officer, as chair of the MOD Project Council, approved our approach to improving project data analytics capability. In October, the project delivery function set out a proposal for PUS and Secretary of State suggesting three steps for addressing issues with our SRO cadre, including:
- a. We will improve the way we manage our SRO cadre, ensuring we have the right people in the right roles. This includes establishing an SRO bench, so we have people ready to place into roles as well as creating more full time SRO positions.
 - b. **We will support our SROs through access to cutting edge data analytics, so that problems do not take them by surprise.**
 - c. We will review the project delivery and SRO structures in Defence, ensuring that our SROs are supported by the system around them.

2. BACKGROUND TO THE AUTHORITY

- 2.1 The business case was submitted to Head Office Finance in August 2022 and approved.
- 2.2 Outputs from the external assistance will be managed by the Defence PD Centre of excellence and signed off by the relevant senior management team member on behalf of the Project Delivery Head of Function. This work will be progressed through a defined work strand within the Project Delivery Function, against a requirement set by Director Assurance and the function's move from limited to substantial assurance.
- 2.3 The PD Centre of Excellence Team will monitor delivery of this requirement, including ensuring that the deliverables and outcomes are met, and that costs are monitored and controlled in line with the financial approval given. The team will report progress to the Project Delivery Project Council and other senior management boards as required.

3. OVERVIEW OF REQUIREMENT

- 3.1 There are three main elements of the requirement:
- 3.1.1 Provide strategic guidance on implementing our recently approved project data analytics strategy across defence. The strategy has four defined objectives and the supplier is a market leader in providing data analytics in project delivery advice.

- 3.1.2 Provide advice to help Defence achieve automating of our management reporting processes especially at central level. This is an area where Defence needs to modernise and improve our technological capabilities.
- 3.1.3 Supporting Defence with developing a data analytics curriculum supporting project delivery function and our senior leaders

4. THE REQUIREMENT

- 4.1 Provide strategic guidance on implementing data analytics in project delivery across defence
- 4.1.1 Weekly Strategic advice on how to embed our new data analytics strategy and secure early wins. This advice will be provided over email, weekly meetings, attendance at reporting boards. Advice will total approximately 1 hour a week and as required.
- 4.1.2 Written and oral advice to shape our ongoing implementation and monitor performance. The provider will review milestone plans and trackers and assess their suitability for achieving the strategic outcomes outlined in our strategy.
- 4.2 Supporting Defence with automating our management reporting process
- 4.2.1 Written and oral advice on automating the flow of DMPP data into our main management tool - building requirements, scoping the market and supporting technology adoption. The provider is a market leader in helping organisations automate and will support this in collaboration with the DPAS and Defence Digital.
- 4.3 Supporting Defence with developing a data analytics curriculum supporting project delivery function and our senior Leaders.
- 4.3.1 The provider is a market leader in Development of a data analytics curriculum bespoke to all 19 roles in the PDCF and for senior leaders. with clear pricing and objectives

5. MILESTONES

Projecting Success should note the following project milestones that the Authority will measure the quality of delivery against.

Milestone	Description	Details	Timeframe / Status
Workstream: Consultation			
M1	Provide advice on strategy implementation	<ul style="list-style-type: none"> • Provide written advice and challenge • Support in the engagement with stakeholders across Defence. 	Reviewed Monthly from December 22 – Feb 2023
Workstream: Management Process for Automation			
M2	Provide advice on automation our central data reporting	<ul style="list-style-type: none"> • Provide advice on market leading automation tools. Support horizon scanning to scope technology solutions. 	December 22 – Feb 2023

	processes.		
Workstream: Curriculum			
M3	Develop a curriculum for the distinct job roles and profiles in the Project Delivery Capability Framework.	<ul style="list-style-type: none"> • Help develop a bespoke MOD data analytics curriculum for roles in our PDCF. • Help source training providers and roll out initial training offers to pilot the data analytics curriculum 	Dec 2022 to February 2023

6. AUTHORITY'S RESPONSIBILITIES

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

7. REPORTING

- 7.1 Projecting Success shall deliver the products identified in sections 4.1 to 4.3 within the required timeframes.
- 7.2 Projecting Success shall attend and contribute to regular progress briefings and stand-ups, the rhythm for which shall be mutually agreed.

8. CONTINUOUS IMPROVEMENT

- 8.1 Projecting Success will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. This should form part of the Agile structure with regular reviews of ways of working and lessons learned.
- 8.2 Changes to the way in which the services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.
- 8.3 New risks, issues, or potential delay to delivery of key milestones must be brought to the Authority's attention at the earliest opportunity and mitigation or change of action agreed prior to any changes being implemented.
- 8.4 Projecting Success will contribute towards knowledge transfer and support capability building in the Project Delivery Function and teams partaking in data experiments as noted in section 4.3.

9. SUSTAINABILITY

- 9.1 There are no sustainability considerations for this requirement.

10. STAFF AND CUSTOMER SERVICE

- 10.1 Projecting Success staff assigned to the Contract shall have the relevant subject matter expertise and/or qualification(s) to deliver the Contract.

10.2 Projecting Success shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Project status and management	Weekly: Team meetings (in person or by media device) Leadership meetings (project managers/leaders from both sides) Highlight report (risks/issues/key decisions/progress). As required: Representation and support in stakeholder meetings.	100%
2	Integration planning.	All workstream milestones will meet SoR purpose and acceptance criteria agreed between the Authority and the provider.	100%
3	Performance improvement	All workstream milestones will meet SoR purpose and acceptance criteria agreed between the Authority and the provider.	100%
4	Governance & policy	All workstream milestones will meet SoR purpose and acceptance criteria agreed between the Authority and the provider.	100%
5	Data Integration & User Interface	All workstream milestones will meet SoR purpose and acceptance criteria agreed between the Authority and the provider. Provider will use MoD systems MS Teams, Skype.	100%

12. SECURITY REQUIREMENTS

- 12.1 The Ministry of Defence requires that its Potential Providers are Cyber Essentials plus Certified; accordingly, Potential Providers are to confirm in your response whether you already hold Cyber Essentials Certification.
- 12.2 In the event that a successful Potential Provider does not hold a Cyber Essentials plus Certification, confirmation will be sought from the Potential Provider that they will obtain the Cyber Essentials Certification prior to starting work. A cyber risk assessment shall be conducted in accordance with DEFCON 658.
- 12.3 The Potential Provider will comply with security requirements which includes contractors holding BPSS and SC for relevant elements of work and protect information in accordance with the Defence Information Management Passport (DIN2017 DIN07-131).

13. PAYMENT

- 13.1 Payment will only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. All payment will be made through the Authorities electronic payment system, CP&F.

14. BASE LOCATION

- 14.1 Base location – physically based at Mod Head Office, Whitehall, London, SW1A 2HB.
- 14.2 The base location of where the services will be carried out will be Mod Head Office, Whitehall, London, SW1A 2HB, however work may also be carried out virtually to enable those from different geographical locations to participate and to allow for different working patterns and needs.
- 14.3 Travel and subsistence - the authority will for pay reasonable out of pocket travel incurred outside of the base location. Using the most economical mode of transport and subsistence expenses, properly and necessarily incurred in the performance of the services, calculated at the rates and in accordance with the mod expenses policy. To be pre-agreed.
- 14.4 Government guidelines allowing at the time of delivery, it is expected that a flexible approach will be taken in terms of both virtual and on-site delivery.

END

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract

DEFCON 531 (SC1)

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

DEFCON 534

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

DEFCON 537

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566

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

DEFCON 532A

DEFCON 532A (Edn. 05/21) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 608

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

DEFCON 609

DEFCON 609 (Edn. 07/21) - Contractor's Records

DEFCON 620

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

DEFCON 632

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 656A

DEFCON 656A (Edn 08/16) Termination for Convenience under £5M.

DEFCON 658 (SC1)

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

DEFCON 658 - Cyber Risk Profile - Low

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

DEFFORM 111**DEFFORM 111****Appendix - Addresses and Other Information****1. Commercial Officer**

Name: James Smith

Address: Kentigern House, 65 Brown Street, Glasgow, G2 8EX

Email: james.smith868@mod.gov.uk ☎☎ n/a

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

Name: Henry Bartlett

Address MOD Abbey Wood South | Bristol | BS34 8JH

Email: Henry.Bartlett104@mod.gov.uk ☎☎ n/a

3. Packaging Design Authority Organisation & point of contact:

n/a

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

☎☎ n/a

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

☎☎ n/a

(b) U.I.N. n/a**5. Drawings/Specifications are available from** n/a**6. Intentionally Blank****7. Quality Assurance Representative:** n/a

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

8. AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. Consignment Instructions The items are to be consigned as follows: n/a**10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

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

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

Surface Freight Centre

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

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

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

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

*** NOTE**

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

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

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

General Conditions

Third Party IPR Authorisation

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.

Payment Terms

Payment will be made through MOD Contract Purchasing and Finance (CP&F) system.