



Ministry
of Defence

Contract

712774450

Provision of WADER software Annual Upgrade Plan and Training Package

Contract Start Date: 1 October 2024

Contract Expiry Date: 31 March 2026

with optional extension up to 31 March 2027

| | |
|---|--|
| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland ("The Authority") | And Ocean Acoustic Developments Limited ("The Contractor") |
| Team Name and Address: Navy Commercial Leach Building HMS Excellent Whale Island Portsmouth PO2 8BY | Contractor Address: Metherell Gard, Burn View, Bude, EX23 8BX |

Issued: 1 October 2024

Version: Contract Commencement

Terms and Conditions

As per Ocean Acoustic Development Ltd “AUP Agreement V6” and additional clauses as per the “UKRN AUP Schedule 2024-2026”.

Additional clauses also detailed at Schedule 1.

Payment to be made via Exostar/CP&F as per agreement.

“701_1221-Header Agreement” including “240828-WADER Attachment Final” and “240829-701_Header agreement Annex Final” governs the use of the licenses.

DEFCON 659A (Edn 02/24) – Security Measures

DEFCON 660 (Edn 12/15) – Official Sensitive Security Requirements

The following DEFCON's are only applicable in the event the Training Package options are invoked and are only applicable to the Training Package and are to be reviewed and agreed by both parties:

DEFCON 531 (Ed 09/21) – Disclosure of Information

DEFCON 632 (Ed 11/21) – Third Part Intellectual Property – Rights and Restrictions

Schedule 1 – Additional Definitions of Contract

Options

In addition to the requirements detailed at Item 1 & 3 of the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to purchase the requirements detailed at Item 2, 4, 5 & 6 of the Schedule of Requirements, in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

Option 1: Training Package – As detailed in the Statement of Requirement at the firm price stated, in accordance with the delivery schedule at Schedule of Requirements line 2, provided that the Authority exercises such an option by no later than 31 December 2024.

Option 2: Training Package – As detailed in the Statement of Requirement at the firm price stated, in accordance with the delivery schedule at Schedule of Requirements line 4, provided that the Authority exercises such an option by no later than 31 December 2025.

Option 3: Provision of Annual Upgrade Plan for WADER – As detailed in the Statement of Requirement at the firm price stated, in accordance with the delivery schedule at Schedule of Requirements line 5, provided that the Authority exercises such an option by no later than 31 December 2025.

Option 4: Training Package – As detailed in the Statement of Requirement at the firm price stated, in accordance with the delivery schedule at Schedule of Requirements line 6, provided that the Authority exercises such an option by no later than 31 December 2026.

The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):

- a. of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event, or
- b. for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

The Authority shall not be obliged to exercise the options.

The option prices detailed are firm prices.

Schedule 3 - Schedule of Requirements

| | | Deliverables in accordance with Statement of Requirements | | | | | | |
|-------------|---|---|---------------------|----------|--|--------------------------------|---|---------------------------|
| Item Number | Description | Delivery Date | Unit of Measurement | Quantity | | Individual Price (£) Ex VAT | Price Type | Total Price (£) Ex VAT |
| 1 | Provision of Annual Upgrade Plan for WADER – As detailed in the Statement of Requirement | Contract Period 1 – 1 October 2024 – 31 March 2025 | Per Period | 1 | | | | |
| 2 | Option 1 - Training Package – As detailed in the Statement of Requirement | Contract Period 1 – 1 October 2024 – 31 March 2025 | Per Item | Up to 3 | | | | |
| 3 | Provision of Annual Upgrade Plan for WADER – As detailed in the Statement of Requirement | Contract Period 2 – 01 April 2025 – 31 March 2026 | Per Period | 1 | | | | |
| 4 | Option 2 - Training Package – As detailed in the Statement of Requirement | Contract Period 2 – 01 April 2025 – 31 March 2026 | Per Item | Up to 3 | | | | |
| 5 | Option 3 - Provision of Annual Upgrade Plan for WADER – As detailed in the Statement of Requirement | Contract Period 3 – 01 April 2026 – 31 March 2027 | Per Period | 1 | | | | |
| 6 | Option 4 - Training Package – As detailed in the Statement of Requirement | Contract Period 3 – 01 April 2026 – 31 March 2027 | Per Item | Up to 3 | | | | |
| | | | | | | | Maximum Limit of Liability for Contract | £1,218,765.00 |

| Item Number | Consignee Address (XY code only) |
|-------------|--|
| All | Various MoD Establishments (Managed between customer and Supplier) |

| Item Number | Payment Schedule |
|-------------|---|
| 1, 3 & 5 | Payment to be made at the start of each Contract Period |
| 2, 4 & 6 | Payments to be on completion of each service |

Redacted under FOIA Section 43, Commercial interests

All prices stated are firm prices, to be paid in £ (GBP/Pounding Sterling), not subject to any increase or exchange rates.

The quantity of each item are expected numbers and not a guarantee of amounts required or due. Quantities ordered under the contract may be higher or lower based on Authority requirements during the contract period.

The contract value will be a limit of liability under which the Authority shall be entitled to purchase any goods and/or services listed at the firm prices set, dependent on Authority requirements.

The Prices set for each item shall be the total maximum price the Contractor shall charge for the delivery of the goods and/or services covered within that item. No further costs shall be claimed by the Contractor and all prices quoted shall include as a minimum, but not be limited to:

- Any direct or indirect costs.
- Any labour costs or personnel salaries, pensions or contributions.
- Any costs associated with management of the contract.
- Any costs associated with providing required information to the Authority.
- Any costs for processing of orders or taskings.
- Any costs for submission of invoices.
- Any costs for manufacture or provision of goods and/or services.
- Any costs for delivery to the Authority.
- Any fuel costs.
- Any related travel and subsistence.
- Any packaging.
- Any import costs or charges.
- Any implementation or exit costs.
- Any installation or setup costs.
- Any costs to deliver training or guidance.
- Any sub-contractor costs.
- Any IT or system related costs.
- Any costs required to provide Authority access to systems or accounts.

Appendix - Addresses and Other Information

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
☎ 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

3. Packaging Design Authority:

Organisation and point of contact:

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

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

As per box 2



(b) U.I.N.

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

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

Air Freight Centre

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

Surface Freight Centre

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

B. JSCS

JSCS Helpdesk ☎ 01869 256052 (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 in the first instance

5. Drawings/Specifications are available from:**11. The Invoice Paying Authority:**

Ministry of Defence ☎ 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>

6. Intentionally Left 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 <https://www.dstan.mod.uk/> [extranet, registration needed]

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 Intranet site requests should be submitted through the Commercial Officer named in Section 1.

Redacted under FOIA Section 40, Personal Information

Contract Data Sheet

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|------------------------|---|
| Contract Period | <p>Effective date of Contract: 1 October 2024</p> <p>The Contract expiry date shall be: 31 March 2026</p> |
|------------------------|---|

Schedule 4 - Statement of Requirements

Background

1. Platforms (ships, aircraft, and submarines) operating underwater acoustic sensors, and shore establishments with operational control (OPCON) and/or tactical control (TACON) over platforms operating underwater acoustic sensors, require the capability to model Under Water (UW) sensor performance. This enables sufficient UW acoustic situational awareness in respect of own and threat system performance to support operational, tactical and safety of navigation planning in support of Defence Priority Outcomes 1, 2, 4 and 5¹.
2. The capability is currently delivered by Commercial Off The Shelf (COTS) software called WADER, developed by Ocean Acoustic Developments Ltd (OAD). This sonar range prediction software is hosted on laptops and other networked IT within the Ministry of Defence (MOD). The application is updated under an Annual Upgrade Plan (AUP) to provide user support (which encompasses fault diagnosis, troubleshooting, and software update training show and tell sessions via roadshows for key user communities), repair/replacement of defective hardware (dongles used as copy protection devices) and software development.
3. The AUP also ensures relevant updates are incorporated into any upgrades of the WADER software. Relevant updates may include oceanographic data and upgraded acoustic sonar/sensors provided by UK Hydrographic Office, UK Met Office, Joint Operations Meteorology and Oceanographic Centre (JOMOC), Defence Science & Technology Labs (Dstl) and Maritime Warfare Centre (MWC).
4. The AUP supports WADER software that is currently accessed via licences, that are owned in perpetuity by the Secretary of State for Defence².

Requirement

5. As the Royal Navy is the lead user of WADER within the MOD, Navy Command requires an Annual Upgrade Plan (AUP) for the WADER sonar range prediction software. Software update packages are to include: fault diagnosis, training, customer support, repair/replacement of defective hardware and software, and ongoing software development. The full software upgrade package is detailed in the description of work below.

¹ <https://www.gov.uk/government/publications/ministry-of-defence-outcome-delivery-plan/ministry-of-defence-outcome-delivery-plan-2021-to-2022>

² D/IPR Agreement ref 3x/S/855/1 & 701_1221-Header Agreement refers.

Description of Work

6. The AUP will provide/facilitate:
 - a. Software upgrades;
 - b. 24/7 technical support for customer help and fault diagnosis;
 - c. Replacement of defective hardware upon request (copy protection devices i.e. dongles);
 - d. Updates to supporting geospatial information used by the WADER software;
 - e. WADER software development; and
 - f. Software release demonstrations to key user groups across RN and RAF P8.
7. The AUP will include optional training packages:
 - a. Delivery of three one-week long training packages per year (a total of 6 weeks over the 2 year support contract), aimed at Navy/RAF P8 users, operators and instructors, to share and demonstrate the latest software developments (including, but not limited to: multistatics, batch processing, user interface, reporting functionality). This will enable maximum value to be delivered to front line users from the latest software updates as soon as possible.

Deliverables

8. Attendance and engagement with the WADER Development Working Group (bi-annual meeting, either virtual or in person).
9. Annual summary report for Navy Command outlining proposals delivered, under development and future developments.
10. Quarterly updates for Navy Command, to align with schedule for milestone payments.

Contract Start Date and Duration

11. Navy Command requires WADER AUP for a period from 1 October 2024 until 31 March 2026 with option to extend for additional Year.

Security Considerations

12. The supplier of the WADER AUP is provided with classified information in accordance with the Security Aspects Letter dated 18 Sept 24.

Other Considerations

13. The WADER AUP applies to licences that are governed by D/IPR Agreement ref 3x/S/855/1 & 701_1221-Header Agreement.
14. Government Furnished Equipment/Information (GFE/GFI) is not provided as part of the AUP support contract.

| Offer and Acceptance | |
|---|---|
| <p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 90 days from the date of signature.</p> <p>Name (Block Capitals):</p> <div style="background-color: black; height: 150px; width: 100%;"></div> <p>Date: 04/10/2024</p> | <p>B) Acceptance</p> <div style="background-color: black; height: 150px; width: 100%;"></div> <p>Date: 08/10/2024</p> |
| <p>C) Effective Date of Contract: 08/10/2024</p> | |

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