

Schedule 3 (Tasking Form)

FATS 5 Tasking

Final Form

Tasking Identification

Unique Tasking Order Number	FTS5/WSPT/901	Version No. & Date	0, 30-OCT-2017
FATS Business Case Number	Original FBC 6597 Amendment FBC <i>(FATS team supplied)</i>	Supplier Reference Number	FMSS
Project / Equipment for which task is in support	Future Maritime Support Strategy Programme	UOR	

Task Title	Support For Future Maritime Support Strategy (FMSS) Programme.
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Filter Name and Number:	25 – Operational Analysis
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Please refer to FATS Customer Guidance for definition of Work Category

Directorate & PT / Organisation Title	DE&S Ships, FMSS	Supplier Name	PA CONSULTING SERVICES LIMITED
PT Leader/ Project Manager	REDACTED - personal	Post	
Post	REDACTED - personal	Address	10 BRESSENDEN PLACE
Address	MOD DE&S		LONDON
	Abbey Wood South		
	Bristol		
Postcode	BS34 8JH	Postcode	SW1E 5DN
Telephone / Fax No	REDACTED - personal	Telephone / Fax No	Tel: 020 7333 5865
E-mail	REDACTED - personal	E-mail	
UIN & RAC	D0231C,NPB004	CPV Code	NULL

Date Draft Tasking Issued	19-OCT-2017
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Deadline for Authority's receipt of Tenderer's response to the Draft Tasking	N/A
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1. Schedule of Requirements

Brief summary of requirement – expand/delete rows as appropriate (full details appear below in the Statement of Requirement)

Item No	Description	Firm Price £ (Ex VAT)
1	Support for FMSS Programme.	2,166,666.00

STATEMENT OF REQUIREMENT

Unique Tasking Number FTS5/WSPT/901	Issue Number & Date 0, 27-OCT-2017	Supplier Reference Number: FATS5FMSS
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Task Title: Support For Future Maritime Support Strategy (FMSS) Programme.

Brief Description of Task (or see attached detailed Statement of Requirement):

Nature of the Task:

Following detailed planning during the mobilisation part of the concept phase for the Future Maritime Support Strategy work has commenced to mature the programme organisation, requirements and initial options and cost drivers for placement of contract(s) after MSDF expiry in March 2020, to seek Initial Gate Business Case approvals in circa April 2018 and develop the future operating model for new contract management team, using DE&S Transformation Ways of Working in order to enable future Programme Delivery.

This has included developing a resource business case, establishment of programme toolkits in line with spiral toolkits 2, preparing the Concept of Analysis and undertaking options analysis, progressed work to develop a financial baseline, validating requirements via a stakeholder requirements review and the development of a strategic business case for approvals.

FMSS will align to the DE&S way, 6 OGSM objectives and maintain progress with adoption of Transformation Ways of Working, which will ensure the submission is delivered on time, discrete support and specialist programme operating environment knowledge is required. This is to:

- Establish the programme’s organisational operating model, maturing the programme processes and governance to match fit in line with DE&S transformation principles and ways of working
- Finalise Systems Requirement Document (SRD)
- Further progress the approvals strategy to initial gate
- REDACTED – commercially sensitive
- REDACTED – commercially sensitive
- Generate and up-skill the MOD team to embed transformation ways of working and hence promote ongoing project delivery.

This requirement needs to deliver the 6 OGSM objectives:

- 1) Hitting our numbers
- 2) Preform to plan
- 3) More “S” in DE&S
- 4) Satisfy our customers
- 5) Transformation takes effect
- 6) Develop our people and improve our processes

Requirements:

To mature concept phase activities for the Future Maritime Support Strategy, MOD requires support to:

- Establish the programme’s organisational operating model, mobilise the programme organisation and implement spirals toolkit 2, this includes:
 - Implementation of Toolkit 2 Artefacts including Programme Performance management and Change Control processes
 - Carrying out stakeholder engagement across MOD, NCHQ and wider HMG
 - Strengthening P3M capability in relation to the programme and NCHQ Support Division functional capability requirements including the establishment of P3M interfaces and management processes
 - Baseline management including, schedule, RAIDO logs, change control and benefits realisation

- Standing up of an FMSS programme team and development of the team's capability
- Establishing the FMSS programme through an endorsed programme mandate and DMPP reports and developing an action plan to close out any recommendations arising from the Infrastructure and Projects Authority review to be held in September
- REDACTED – commercially sensitive
- REDACTED – commercially sensitive
- Support to financial analysis and planning:
 - Ongoing management of the Financial Management plan
 - Maturing the financial baseline to input to the cost model
 - Creating affordability statements to input to initial gate business case
- Delivering the approvals strategy

Scope / Role:

The nature of this task and its scope requires engagement and influence of a wide range of stakeholders across maritime and a wide range of functional support in order to effectively deliver the programme baseline.

This will principally be enacted through Assistant Director/B grade level contacts, with regular briefings to 1* and 2* senior managers. The team will need to engage stakeholders within the following areas:

- REDACTED – personal

Functional scope:

- Programme management & business change management
- Project controls
- Organisation design
- Implementation and definition of support strategy
- Solution design and systems engineering
- Commercial strategy and modelling
- Business process and assurance
- Finance and Accounting.
- Mobilisation, on-boarding and upskilling.

Background/Justification:

The work specified fits the FATS framework.

Activities to be Undertake:

See Key Deliverables

Deliverables: (insert here or below Key Deliverables template)

See Key Deliverables

Key Project Indicators (KPIs) and Performance Management Requirements

Weekly progress meetings and workstream output reviews will be held

Government Furnished Assets (GFA) (List all GFA applicable to the task in accordance with DEFCON 611 (Edn 02/16) & 694 (Edn 03/16))

The Authority may, at its sole discretion, issue the Supplier with MODNET enabled laptop computers and related accessories to assist the Supplier in performing the Task, subject always to the Supplier complying with all Authority policies, instructions, training and any other requirements related to the handling and use of such equipment.

Additional Quality Requirements & Standards:	Timescale: Commencement Date: 27-OCT-2017 Delivery Date: Task end date: 31-MAR-2018
Project Manager: Signature: REDACTED - personal Date: 27-OCT-2017	

KEY DELIVERABLES

- REDACTED – commercially sensitive

2. Order Conditions

All conditions of the framework shall apply as supplemented by the terms selected below. The two sets of conditions become a binding contract at the time of signature on the Schedule.

Type of Contract

Competitive Competitive Award Criteria Weightings	NULL	<input type="checkbox"/>
Reverse Auction used?		<input type="checkbox"/>
Single Source		<input checked="" type="checkbox"/>

General Conditions

DEFCON 624 (Edn 04/10) – Use of Asbestos in Arms, Munitions or War Materials	<input type="checkbox"/>	DEFCON 603 (Edn 10/04) – Aircraft Integration and Clearance Procedure	<input type="checkbox"/>
DEFCON 176A (Edn 06/08) - MOD Requirements For Competition In Subcontracting (Non-Competitive Main Contract)	<input type="checkbox"/>	Additional Conditions <i>A sheet is to be attached detailing any conditions that have been added</i>	<input type="checkbox"/>
<u>Choose one of the following:</u>			
DEFCON 514A (Edn 03/16) Failure of Performance under Research and Development Contracts	<input type="checkbox"/>	DEFCON 514 (Edn 08/15) – Material Breach	<input checked="" type="checkbox"/>

Special Indemnity Conditions

DEFCON 661 (Edn 10/06) – War Risk Indemnity	<input type="checkbox"/>
DEFCON 661A (Edn 05/02) – War Indemnity Risk (Alternative Version)	<input type="checkbox"/>
DEFCON 684 (Edn 01/04) – Limitation upon Claim in Respect of Aviation Products	<input type="checkbox"/>
DEFCON 638 (Edn 12/08) – Flights Liability and Indemnity	<input type="checkbox"/>

Pricing Conditions Required

Firm Priced at Outset (<i>this applies to all tasks other than by exception</i>)	<input checked="" type="checkbox"/>
For single source tasks valued below £5M, the following conditions shall apply: DEFCON 127 (Edn 12/14) – Price Fixing Condition for Contracts of a Lesser Value DEFCON 800 (Edn 12/14) – Qualifying Defence Contract DEFCON 801 (Edn 12/14) – Amendments to Qualifying Defence Contracts – Consolidated	<input type="checkbox"/>

Pricing Conditions Required	
<p>DEFCON 802 (Edn 12/14) – QDC – Open Book on sub-contracts that are not Qualifying Sub-Contracts.</p> <p>DEFCON 803 (Edn 12/14) – QDC: Disapplication of Protection against Excessive Profits and Losses (PEPL)</p> <p>DEFCON 804 (Edn 12/14) – QDC: Confidentiality of Single Source Contract Regulations Information.</p> <p>DEFCON 811 (Edn 12/14) – Single Source: Profit and Loss sharing on FIRM/FIXED Price Contracts.</p> <p>DEFCON 812 (Edn 04/15) – Single Source Open Book</p> <p>DEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contracts</p>	<p>Exceptionally, if other than Firm Priced at Outset (<i>include additional conditions in attachment & complete Appendix 4</i>)</p>
	<input type="checkbox"/>

Payment Terms (Use of CP&F and Payment on Completion are the default)			
DEFCON 522 (Edn 18/11/16)	<input checked="" type="checkbox"/>	Milestone/Stage Payments (see DEFCON 649 (Edn 07/99) below)	<input checked="" type="checkbox"/>
DEFCON 5J (Edn 03/15) – Unique Identifiers	<input type="checkbox"/>	DEFCON 649 (Edn 07/99) – Vesting (applicable to Tasks with deliverables where provision has been made for milestone/Stage payments in advance of completion)	<input checked="" type="checkbox"/>
DEFCON 129 (Edn 07/08) – Packaging (For Articles other than Ammunition & Explosives)	<input type="checkbox"/>		
OGD Payment Arrangements <i>For tasks placed by other Government departments, please provide full details of the payment procedure to be followed, as an attachment to this tasking form.</i>			<input type="checkbox"/>

Milestone/Stage Payments (Expand table as appropriate)		Due Date	%	Value £ (ex VAT)
Milestone/Stage No	Key Deliverable			
1	Milestone 1 – October 2017 report and deliverables	3 Nov 17		REDACTED
2	Milestone 2 – November 2017 report and deliverables	30 Nov 17		REDACTED
3	Milestone 3 – December 2017 report and deliverables	15 Dec 17		REDACTED
4	Milestone 4 – January 2018 report and deliverables	31 Jan 18		REDACTED
5	Milestone 5 – February 2018 report and	28 Feb 18		REDACTED

	deliverables			
FINAL (<i>Payment should be subject to a reasonable retention based on % of total cost</i>)	Milestone 6 – March 2018 report and deliverables, and satisfactory delivery of all work under the contract	31 Mar 18		REDACTED

The Key Deliverables for each milestone / stage payment are as follows:

REDACTED – commercially sensitive

Intellectual Property Rights

Completion of this section is **mandatory**. Select the appropriate condition(s) by ticking the boxes below after consulting FTS/STS Customer Guidance or with DIPR, if appropriate. In the event that no boxes are ticked in this section (Intellectual Property Rights), all intellectual property generated under the Task shall be subject to the terms of DEFCON 703.

DEFCON	Tick	As Applicable	Tasking Order Line Item (tick as appropriate)
<u>If DEFCON 703 does not apply then select either:</u>			
DEFCON 705 (Edn 11/02)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
<u>OR:</u>			
DEFCON 14 Edn 11/05, 15 21 ,126 Edn 11/06 & DEFFORM 315	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 Edn 11/05, 16 Edn 10/04, 21 & DEFFORM 315	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 Edn 11/05, 90 Edn 11/06 & 126 Edn 11/06)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
DEFCON 14 (Edn 11/05), 91 (Edn 11/06) & 126 (Edn 11/06)	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
Other, as specified in a special IPR condition to be applied to the Tasking Order	<input type="checkbox"/>	All <input type="checkbox"/>	<input type="checkbox"/> The following Item Nos. only (insert below)
No intellectual property conditions apply (<i>refer to DIPR before ticking this box</i>).			<input type="checkbox"/>

Issue of Government Stores

DEFCON 23 (Edn 08/09)* – Special Jigs, Tooling and Test Equipment	<input type="checkbox"/>
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Controlled Information

Issue of Controlled Information (<i>subject Condition 50 of Schedule 1</i>) Refer to the Security Aspects Letter issued for this Task	<input checked="" type="checkbox"/>
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Payment of Customs Duty – select one box only

DEFCON 619A (Edn 09/97) - Customs Duty Drawback	<input type="checkbox"/>	Issue of Certificate in accordance with EU (Council) Regulation 150/2003	<input type="checkbox"/>
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Progress Reports					
If ticked, progress reports must utilise the current version of DRRS Format Standards for Scientific and Technical Reports Prepared for the United Kingdom Ministry of Defence.	<input type="checkbox"/>	DEFCON 642 (Edn 06/14) – Progress Meetings	<input checked="" type="checkbox"/>	Frequency required	Weekly
Brief Description	Weekly progress meetings and workstream output reviews will be held				

Transport – select one box only			
DEFCON 621A (Edn 06/97) – Transport (if the Authority is responsible for transport)	<input type="checkbox"/>	DEFCON 621B (Edn 10/04) – Transport (if the Contractor is responsible for transport)	<input type="checkbox"/>

Quality Assurance Conditions	
According to the product or scope of the work to be carried out, the Contractor shall meet the requirements of:	
AQAP 2110 – NATO Quality Assurance Requirements for Design, Development and Production	<input type="checkbox"/>
Deliverable Quality Plan requirements	
DEFCON 602A (Edn 12/06) - Quality Assurance with Quality Plan	<input type="checkbox"/>
DEFCON 602B (Edn 12/06) - Quality Assurance without Quality Plan	<input checked="" type="checkbox"/>
AQAP 2105 – NATO Requirements for Delivering Quality Plans	<input type="checkbox"/>
Software Quality Assurance requirements	
AQAP 2210 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110	<input type="checkbox"/>
Air Environment Quality Assurance requirements	
Def. Stan. 05-100 – Ministry of Defence Requirements for Certification of Aircraft for Authorised Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)	<input type="checkbox"/>
Relevant MAA Regulatory Publications (See attachment for details)	<input type="checkbox"/>
Additional Quality Requirements (See attachment for details)	<input type="checkbox"/>

Warranty			
Express Warranty (See attachment for details)	<input type="checkbox"/>	Warranty – remedies implied by general law	<input checked="" type="checkbox"/>

Security	
DEFCON 659A (Edn 11/14) – Security Measures and DEFCON 660 – Official Sensitive Security Requirements	<input checked="" type="checkbox"/>

2.1 General Conditions

2.1.1 In this FATS Tasking Form the following terms shall, unless the context otherwise requires, have the following meanings:

“Authority Premises” means any premises or other establishment located in the United Kingdom owned by or otherwise occupied or used by the Authority.

“Call-Off Task” means the consultancy services described in the Statement of Requirement (such services being the “Call-Off Services” and such requirement being the “Requirement”) required by the Authority to be delivered by the Contractor under this Contract.

“Call-Off Task Commencement Date” means 30 October 2017;

“Contractor Deliverable” means each or any deliverable (other than the Results (as defined in DEFCON 703)) supplied or to be supplied by or on behalf of the Contractor to the Authority in connection with the performance of the Call-Off Task.

“Project” means the preparation and finalisation of any and all documentation (including reports), information and data relating to the Future Maritime Support Strategy Programme; and

“Task Price” means the aggregate of the amounts payable by the Authority to the Contractor in connection with the Contractor’s performance of the Call-Off Task in accordance with the terms of this Contract, such amount being specified in Section 3. Price.

2.1.2 DEFCON658 (Edn.10/17) - Cyber

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

2.2 Specifications, Plans

2.2.1 DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

2.3 Price

2.3.1. The Contractor acknowledges and agrees that the Call-Off Task is subject to the provisions of the Contract and that the Task Price:

- a. includes all costs, charges, fees and expenses incurred or to be incurred by the Contractor in performance of the Call-Off Services, including in relation to (but not limited to) travel, accommodation and subsistence associated with Contractor’s attendance at any Authority Premise(s) for any period of time required for the Contractor to perform the Call-Off Services; and
- b. is firm and not subject to variation other than in accordance with the provisions of DEFCON 503.

2.4 Intellectual Property Rights

2.4.1 DEFCON703 (Edn.08/13) - Intellectual Property Rights - Vesting in the Authority

2.4.2 In addition to and without prejudice to the Authority's other rights provided in relation to this Call-Off Task all intellectual property generated under or in relation to the Call-Off Task shall be subject to the terms of DEFCON 703 (which is hereby incorporated to apply to such task). The Contractor acknowledges and agrees that (in addition to its rights under DEFCON 703) the Authority shall be entitled to edit or modify the content of the Results and/or each or any of the Contractor Deliverables when incorporating or referring to the Results and/or such deliverable in whole or part into other documents and data prepared or assembled by or on behalf of the Authority in connection with the Project.

2.5 Loans

Not Applicable

2.6 Delivery

2.6.1. Unless instructed otherwise by the Authority in writing, the Contractor shall place all Results (as defined in DEFCON 703) and all other Contractor Deliverables relating to the Project in the Microsoft Office SharePoint Server (MOSS) site made available on or about the Call-Off Task Commencement Date by the Authority to the Contractor as a document and data repository for such task.

2.6.2. The Contractor shall ensure that all Results and Contractor Deliverables, other than scanned documents, in connection with the Project shall be content readable native files or accompanied by content readable native renditions of the files.

2.7 Payment/Receipts

2.7.1 Without limitation to the Authority's other rights under this Contract:

- a. the Contractor shall provide, with each claim for payment in relation to its performance of the Call-Off Task, evidence to the reasonable satisfaction of the Authority that the acceptance criteria specified in the Requirement for the respective milestone (as so specified) have been met in full; and
- b. if the Authority is not reasonably satisfied that the acceptance criteria has been met in full, the Authority shall notify the Contractor to such effect. Subject to the respective rights of the Parties under DEFCON 530, the Authority shall not be liable for any payment relevant to the achievement of any such milestone unless and until the Contractor has met all such criteria relevant to such milestone.

2.8 Contract Administration

2.8.1 DEFCON642 (Edn.06/14) - Progress Meetings

The frequency of progress meetings is weekly. The times of progress meetings will those advised from time to time by the Project Manager.

2.8.2 The Contractor further acknowledges and agrees that:

- a. the Authority may in connection with the Call-Off Task require the Contractor and/or any of its personnel to access, and conduct activities in relation to Call-Off Task at, one or more Authority Premises in connection with the Project; and
- b. the Contractor's access to those establishments and to Controlled Information is conditional upon and subject to the Contractor's personnel obtaining and maintaining security clearance at the appropriate level; and

- c. if any Contractor personnel fails to obtain, maintain or renew his or her security clearance, the Contractor shall promptly notify the Authority to such effect and replace those personnel with another or others of equal or greater skill, knowledge and experience relevant to the discharge of the Call-Off Task and possessing the appropriate security clearance; and
- d. it remains the responsibility of the Contractor to ensure that it has and maintains appropriate resources (including personnel) at all times to discharge its obligations under this Contract in relation to the Call-Off Task and that accordingly any personnel substitution shall not (without limitation to the generality of Condition 2.3.1) result in an increase to the Task Price or relieve the Contractor from any of its obligations under this Contract in relation to the Call-Off Task, including in connection with the scheduled end date of the Call-Off Task specified in the Requirement.

2.8.3 The Contractor shall within five Business Days after the Contractor's acceptance of the Call-Off Task submit a completed DEFFORM 539A to the Authority identifying those parts of the task that the Contractor reasonably considers to be commercially sensitive for the purpose of DEFCON 539.

2.9 REDACTED – commercially sensitive

3. Price

TOTAL CONTRACT PRICE	TYPE OF PRICING
2,166,666 (excluding VAT)	Firm Price

4. Authority Tasking Order Commercial Officer Authorisation

Name	REDACTED - personal		
Position	REDACTED - personal		
Signature			
Date	30-OCT-2017	Telephone Number	REDACTED - personal

5. Acknowledgement by supplier

Name	REDACTED - personal		
Position	REDACTED - personal		
Signature			
Date	30-OCT-2017	Telephone Number	REDACTED - personal

6. Record of Authorised Changes

CHANGE ISSUE NUMBER	DATE OF ISSUE	COMMENTS / REASON FOR CHANGE

7. Final Administration

On receipt of the tasking acknowledgement from the Contractor, the **Authority's Commercial Manager (who placed the task)** must send a copy of the acknowledged final tasking order form together with a completed DEFFORM 57 AND DEFFORM 111 (Edn 07/12) to:

DBS Finance
Walker House
Exchange Flags
Liverpool
L2 3YL

For OGDs Only

A copy of the acknowledged final tasking form must be sent by the **Authority's Commercial Manager (who placed the task)** and by the Contractor electronically to the FATS Team at the following address:

REDACTED - PERSONAL

REDACTED - personal
Poplar 1 #2119
MOD Abbey Wood South
Bristol
BS34 8JH

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: REDACTED - personal

Address:

MOD DE&S, Abbey Wood, Bristol, BS34 8JH

Email: REDACTED - personal

☎ REDACTED - personal

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

Name: REDACTED - personal

Address:

MOD DE&S, Abbey Wood, Bristol, BS34 8JH

Email: REDACTED - personal

☎ REDACTED - personal

3. Packaging Design Authority:

Organisation and point of contact:

REDACTED - personal

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: REDACTED - personal

REDACTED - personal

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

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

(b) U.I.N.

5. Drawings/Specifications are available from:

Project Manager

7. Intentionally Left Blank**8. 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.uwh.diif.r.mil.uk/> [intranet] or <https://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
☎ REDACTED - personal2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ REDACTED - personal**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

REDACTED - personal

B. **JSCS**

REDACTED - personal

11. The Invoice Paying Authority:

Ministry of Defence

DBS Finance

Walker House, Exchange Flags
Liverpool, L2 3YL

☎ REDACTED

Fax: REDACTED

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 Arcott

Bicester, OX25 1LP (Tel. REDACTED Fax: REDACTED)

Applications via fax or email: REDACTED

NOTES* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Website [extranet, registration needed]:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Appendix 2 to Schedule 3 (Confidentiality Agreement)

The provisions of this Clause are supplemental to DEFCON 531

1. Both DEFCON 531 and the provisions of this Clause apply to:

- (A) This Tasking;
- (B) Any Information disclosed by either party prior to the issue of a draft Tasking and in contemplation of Work being placed by the Authority under a Tasking; and
- (C) Any Tasking placed under this Agreement, provided that Information provided to a party for the purpose of Tendering for a Tasking shall only be used for that Tendering purpose, and Information provided to a party for performing a Task placed on it under this Agreement shall only be used for the performance of that Task.

2. Subject to its requirements of continued access to Information necessary to exercise its rights of disclosure and use hereunder including under any Tasking Order, and to the obligations set out herein in respect of any Controlled Information (Definition in Clause 42 Schedule 1), the recipient of any Information shall:

- (A) Upon the expiry or termination of the Agreement; or
- (B) Upon the expiry or termination of any Tasking Order (for the purposes of which Information is disclosed); or
- (C) If the Authority decides not to proceed with the issue of a Tasking Order (for the purposes of which Information is disclosed),

in accordance with any reasonable directions given and/or a reasonable request made by the other party promptly:

- (1) Return to the other party the Information and all copies thereof; or
- (2) Take such other measures in respect of the Information and all copies thereof as may be required elsewhere in the Tasking Order.

3. The provisions of DEFCON 531 and of this Clause shall survive the expiry or termination of the Agreement or any Tasking Order in accordance with 2(A) or 2(B) or the decision not to proceed in accordance with 2(C).

Appendix 3 to Schedule 3 (Price Summary)

NOT USED

Appendix 4 to Schedule 3 (Montreal Protocol Substances)

NOT APPLICABLE