

# **Contract CHC/628 (700217320)**

## **Ground Mission Support System (GMSS) Support Contract**

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## Standardised Contracting Terms

### SC2

#### GENERAL CONDITIONS

##### General Conditions

##### 1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
  - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
  - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;
  - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
  - (4) for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
  - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
  - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
  - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
  - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
  - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
  - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
  - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

##### 2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

### **3. Entire Agreement**

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

### **4. Governing Law**

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and Condition 39 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
  - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
    - a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
    - b. Subject to Condition 39 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
    - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
  - (2) Clause 39.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 39.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 39.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

## **5. Precedence**

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
  - (1) Conditions 1 - 43 (and 44 - 46, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
  - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
  - (3) the remaining Schedules; and
  - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

## **6. Formal Amendments to the Contract**

- a. Except as provided in Condition 30 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
  - (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used);
  - (2) the Authority's offer set out in a serially numbered amendment letter issued by the Authority to the Contractor; and
  - (3) the Contractor's unqualified acceptance of such offer as evidenced by the Contractor's duly signed DEFFORM 10B.
- b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
  - (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
  - (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

## **Changes to the Specification**

- d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.
- e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

## **7. Authority Representatives**

- a. Any reference to the Authority in respect of:
  - (1) the giving of consent;
  - (2) the delivering of any Notices; or
  - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,shall be deemed to be references to the Authority's Representatives in accordance with this Condition

7.

- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

#### **8. Severability**

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
  - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
  - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

#### **9. Waiver**

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

#### **10. Assignment of Contract**

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

#### **11. Third Party Rights**

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

#### **12. Transparency**

- a. Subject to clause 12.b but notwithstanding Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause 12.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 ( Contractor's Commercially Sensitive Information).
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 12.b. The Contractor acknowledges and accepts that their representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Condition 12 shall affect the Contractor's rights at law.



### 13. Disclosure of Information

- a. Subject to clauses 13.d to i, and Condition 12 each Party:
- (1) shall treat in confidence all Information it receives from the other;
  - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
  - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
  - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
- (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
  - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
  - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
  - (3) can show:
    - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
    - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
    - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
    - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. The Authority may disclose the Information:
- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
  - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
  - (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of



its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

- g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.
- h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

#### **14. Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

#### **15. Change of Control of Contractor**

- a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:
- Mergers & Acquisitions Section  
Strategic Supplier Management Team  
Spruce 3b # 1301  
MOD Abbey Wood,  
Bristol, BS34 8JH  
and emailed to: [DefComrclSSM-MergersandAcq@mod.gov.uk](mailto:DefComrclSSM-MergersandAcq@mod.gov.uk)
- c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.
- d. The Authority may terminate the Contract by giving written notice to the Contractor within six months

of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

- e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

## **16. Environmental Requirements**

The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

## **17. Contractor's Records**

- a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
  - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
  - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
  - (1) the end of the Contract term;
  - (2) the termination of the Contract; or
  - (3) the final payment,whichever occurs latest.

## **18. 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 Schedule 3 (Contract Data Sheet);
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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.

#### **19. Progress Monitoring, Meetings and Reports**

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
  - (1) performance/Delivery of the Contractor Deliverables;
  - (2) risks and opportunities;
  - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

#### **Supply of Contractor Deliverables**

##### **20. Supply of Contractor Deliverables and Quality Assurance**

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
  - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
  - (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
  - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
  - (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
  - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

##### **21. Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 specified in Schedule 2 (Schedule of Requirements).
- 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 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

## **22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

- a. Packaging responsibilities are as follows:
  - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
  - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
  - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
  - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
  - (1) The Contractor shall provide Packaging which:
    - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
    - (b) is labelled to enable the contents to be identified without need to breach the package; and
    - (c) is compliant with statutory requirements and this Condition.
  - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
    - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
    - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
    - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
  - (1) The Health and Safety At Work Act 1974 (as amended);
  - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
  - (3) The REACH Regulations 2007 (as amended); and
  - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
  - (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
  - (2) The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the

Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 23 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:
- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.
    - (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:  
DES SEOC SCP-SptEng-Pkg  
MOD Abbey Wood  
Bristol, BS34 8JH  
Tel. +44(0)30679-35353  
[DESSEOCSCP-SptEng-PKg@mod.uk](mailto:DESSEOCSCP-SptEng-PKg@mod.uk)
    - (b) The MPAS Documentation is also available on the DStan website.
  - (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
  - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
  - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
  - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
  - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
  - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
  - (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their Subcontractor is the PDA they shall:
    - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.
    - (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
      - i. a list of all SPIS which have been prepared or revised against the Contract; and
      - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
    - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
  - (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs



as soon as practicable.

(3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).

(4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).

- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i.

In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. destination where it differs from the consignee's address, normally either:

(i). delivery destination / address; or

(ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

- iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.l.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

(a) description of the Contractor Deliverable;

(b) the full thirteen digit NATO Stock Number (NSN);

(c) the PPQ;

(d) maker's part / catalogue, serial and / or batch number, as appropriate;

(e) the Contract and order number when applicable;

(f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

(g) shelf life of item where applicable;

(h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

(j) any additional markings specified in the Contract.

- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

(1) the full 13-digit NSN;

(2) denomination of quantity (D of Q);

(3) actual quantity (quantity in package);

(4) manufacturer's serial number and / or batch number, if one has been allocated; and

(5) the CP&F-generated unique order identifier.

- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode

markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).

- I. The requirements for the consignment of aggregated packages are as follows:
  - (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
  - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
    - (a) class group number;
    - (b) name and address of consignor;
    - (c) name and address of consignee (as stated on the Contract or order);
    - (d) destination if it differs from the consignee's address, normally either:
      - i. delivery destination / address; or
      - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
    - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
    - (f) the CP&F-generated shipping label; and
    - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 24 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

### **23. Supply of Data for Hazardous Materials or Substances in Contractor Deliverables**

- a. The Contractor shall provide to the Authority:
  - (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in



accordance the extant Classification, Labelling and Packaging (GB CLP) Regulation; and  
(2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the extant UK REACH Regulation:
- (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. 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 and forward it to the Authority and to the address listed in clause 23.h below; and
  - (2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.
- c. If the Contractor is required, under, or in connection with the Contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, 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.
- f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the extant Ionising Radiation Regulations, the Contractor shall additionally provide details of:
- (1) activity; and
  - (2) the substance and form (including any isotope);
- g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 23.a.(1) and 23.b.(1), any information arising from the provisions of clauses 23.e, 23.f and 23.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (1) Hard copies to be sent to:  
Hazardous Stores Information System (HSIS)  
Department of Safety & Environment, Quality and Technology (DS & EQT)  
Spruce 2C, #1260,  
MOD Abbey Wood (South)  
Bristol BS34 8JH
  - (2) Emails to be sent to:  
[DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)
- i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning Hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 42 (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 42.

j. 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.

#### **24. Timber and Wood-Derived Products**

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
  - (1) shall comply with the Contract Specification; and
  - (2) must originate either:
    - (a) from a Legal and Sustainable source; or
    - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 24.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
  - (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
  - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
  - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 24.a or 24.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 24.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 24.a or 24.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).
- g. Notwithstanding clause 24.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
  - (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
  - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 24.a or 24.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
  - (1) verify the forest source of the timber or wood; and
  - (2) assess whether the source meets the relevant criteria of clause 24.b.
- i. The statistical reporting requirement at clause 24.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns

where appropriate, to the Authority's Representative (Commercial).

- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
  - (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at [www.forestry.gov.uk](http://www.forestry.gov.uk)) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
  - (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at [www.fao.org](http://www.fao.org)).

## **25. Certificate of Conformity**

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).
- c. The Information provided on the CofC shall include:
  - (1) Contractor's name and address;
  - (2) Contractor unique CofC number;
  - (3) Contract number and where applicable Contract amendment number;
  - (4) details of any approved concessions;
  - (5) acquirer name and organisation;
  - (6) Delivery address;
  - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
  - (8) description of Contractor Deliverable, including part number, specification and configuration status;
  - (9) identification marks, batch and serial numbers in accordance with the Specification;
  - (10) quantities;
  - (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 25.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

## **26. Access to Contractor's Premises**

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 26.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

## **27. Delivery / Collection**

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
  - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
  - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
  - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
  - (4) be responsible for all costs of Delivery; and
  - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
  - (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
  - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
  - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
  - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
  - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
  - (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 27.b; or
  - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 27.c.

## **28. Acceptance**

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
  - (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
  - (2) the time limit in which to reject the Contractor Deliverables defined in clause 29.b has elapsed.

## **29. Rejection and Counterfeit Material**

### **Rejection:**

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 29.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the

Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

**Counterfeit Materiel:**

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
- (1) notify the Contractor of its suspicion and reasons therefore;
  - (2) where reasonably possible, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
  - (3) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 29.c.(2).(i) or the provision of a sample at 29.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
  - (4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel
- Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 29.a-29.b (Rejection).
- d. In addition to its rights under 29.a and 29.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
- (1) retain any Counterfeit Materiel; and/or
  - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;
- and such retention shall not constitute acceptance under Condition 28 (Acceptance).
- e. Where the Authority intends to exercise its rights under clause 29.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at their own risk and expense and subject to any reasonable controls specified by the Authority, for:
- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
  - (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Materiel.
- f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 29.d, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 29.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 29.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
  - (2) to pass it to a relevant investigatory or regulatory authority;
  - (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor; and/or
  - (4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.
- Exercise of the rights granted at clauses 29.f.(1) to 29.f.(3) shall not constitute acceptance under Condition 28 (Acceptance).
- g. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 29.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 29.f.(4) then the balance shall accrue to the Contractor.
- h. The Authority shall not use a retained Article or consignment other than as permitted in clauses 29.c – 29.j.



- i. The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
- j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 29.c – 29.j except where it has been determined in accordance with Condition 39 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 20.c.(4). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 29.c.

### **30. Diversion Orders**

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

### **31. Self-to-Self Delivery**

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

## **Licences and Intellectual Property**

### **32. Import and Export Licences**

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
  - (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
    - (a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
    - (b) the end use as: For the Purposes of HM Government; and
  - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel

not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition material shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

- d. Where the Contract performance requires the export of material for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
  - (1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
  - (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 32.e or 32.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
  - (1) a non-UK export licence, authorisation or exemption; or
  - (2) any other related transfer or export control,that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 33 (Third Party Intellectual Property – Rights and Restrictions).
- l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 32.k.(1) or 32.k.(2), they shall notify the Authority



of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

- m. If the information to be provided under clause 32.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 32.l.
- n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 32.l or 32.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.
- o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 32.l or 32.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.
- p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 10 days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 20 days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 32.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- r. In the event that the restrictions notified to the Authority pursuant to clause 32.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 32.n or 32.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 32.l, termination under clause 32.t will be in accordance with Condition 42 (Material Breach) and the provisions of clause 33.v will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
- t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

- u. Where:
  - (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 32.s or 32.t or both; or
  - (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;  
the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 41 (Termination for Convenience) and as referenced in the Contract.
- v. Pending agreement of any amendment of the Contract as set out in clause 32.q or 32.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

### **33. Third Party Intellectual Property – Rights and Restrictions**

- a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:
    - (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
    - (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
    - (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.
- clause 33.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.
- b. If the Information required under clause 33.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.
  - c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:
    - (1) the Authority has made or makes an admission of any sort relevant to such question;
    - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
    - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
    - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly

- authorised.
- d. The indemnity in clause 33.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
  - e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
  - f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
  - g. If, under clause 33.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
    - (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
    - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
  - h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
  - i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
  - j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
    - (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
    - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 33.a.
  - k. Where authorisation is given by the Authority under clause 33.e, 33.f or 33.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
    - (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
    - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
  - l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
    - (1) infringement or alleged infringement by the Contractor or their suppliers of any

- copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
- (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
- (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
- (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
- (1) clauses 33.a – 33.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
- (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
- (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
- (4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
- (5) following a notification under clause 33.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
- (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in Condition 33 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.
- q. 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.

### **Pricing and Payment**



**34. Contract Price**

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause 34.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

**35. Payment and Recovery of Sums Due**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 35.b 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 35.a, 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 35.a 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 35.c 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 the 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.

**36. Value Added Tax**

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the

Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 39 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 36.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

### **37. Debt Factoring**

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 37 shall be subject to:
  - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 35.f;
  - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - (3) the Authority receiving notification under both clauses 37.b and 37.c.(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 37.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
  - (1) is made aware of the Authority's continuing rights under clauses 37.a.(1) and 37.a.(2); and
  - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 37.a.(1) and 37.a.(2).
- d. The provisions of Condition 35 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

### **38. Subcontracting and Prompt Payment**

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
  - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;

- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 38.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 38.b.(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 38.b.(1) to 38.b.(4).

## **Termination**

### **39. Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 39.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 39.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

### **40. Termination for Insolvency or Corrupt Gifts**

#### **Insolvency:**

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
  - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
  - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates



unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

(9)

the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(10) the court making an administration order in relation to the company; or

(11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(12) the company passing a resolution that the company shall be wound-up; or

(13) the court making an order that the company shall be wound-up; or

(14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 40.a.(9) to 40.a.(14) inclusive above.

- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

**Corrupt Gifts:**

- c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

(1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

(2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their 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.

- d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:

(1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

(2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and

(3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

- e. In exercising its rights or remedies under this Condition, 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 performing, the prohibited act;

(2) give all 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 their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.

- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any

recovery action taken against the Contractor pursuant to this Condition.

#### **41. Termination for Convenience**

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
  - (1) not start work on any element of the Contractor Deliverables not yet started;
  - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
  - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
  - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 41.b.(2) and 41.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 41.b):
  - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged material and any Contractor Deliverables in the course of manufacture that are:
    - (a) in the possession of the Contractor at the date of termination; and
    - (b) provided by or supplied to the Contractor for the performance of the Contract, except such material and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
  - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
    - (a) all such unused and undamaged material; and
    - (b) Contractor Deliverables in the course of manufacture,that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such material and Contractor Deliverables in accordance with the directions of the Authority;
  - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 41.e below and to the Contractor's compliance with any direction given by the Authority in clause 41.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
  - (1) the Contractor taking all reasonable steps to mitigate such loss; and
  - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 41.a to 41.e except that:
  - (1) the name of the Contractor shall be substituted for the Authority except in clause 41.c.(1);
  - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
  - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the

main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 41.

- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

#### **42. Material Breach**

- a. 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 their obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 42.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
  - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
  - (2) obtaining the Contractor Deliverable in substitution from another supplier.

#### **43. Consequences of Termination**

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

#### **44. NOT USED**

## **45 Project specific DEFCONs and DEFCON SC variants that apply to this contract**

### **DEFCON 023 (SC2)**

DEFCON 023 (SC2) (Edn. 06/21) - Special Jigs, Tooling and Test Equipment

### **DEFCON 076 (SC2)**

DEFCON 076 (SC2) (Edn. 06/21) - Contractor's Personnel at Government Establishments

### **DEFCON 117 (SC2)**

DEFCON 117 (SC2) (Edn. 11/17) – Supply of Documentation For NATO Codification Purposes

### **DEFCON 601 (SC)**

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

### **DEFCON 602A**

DEFCON 602A (Edn. 12/17) - Quality Assurance (With Deliverable Quality Plan)

### **DEFCON 611 (SC2)**

DEFCON 611 (SC2) (Edn. 02/16) - Issued Property

### **DEFCON 624 (SC2)**

DEFCON 624 (SC2) (Edn. 11/17) - Use of Asbestos

### **DEFCON 627**

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

### **DEFCON 637**

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

### **DEFCON 658 (SC2)**

DEFCON 658 (SC2) (Edn. 09/21) - Cyber

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

A Supplier Assurance Questionnaire (SAQ) must be completed via the Supplier Cyber Protection Service (Octavian) to demonstrate compliance with the required cyber risk level.

The Risk Assessment Reference (RAR) allocated by Octavian is: RAR-VXZJ6388. This will link the SAQ response to the specific risk assessment for this Contract.

**DEFCON 659A**

DEFCON 659A (Edn. 09/21) - Security Measures

**DEFCON 660**

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

**DEFCON 694 (SC2)**

DEFCON 694 (SC2) (Edn. 07/21) - Accounting For Property of the Authority

**DEFCON 800**

DEFCON 800 (Edn. 12/14) - Qualifying Defence Contract

**DEFCON 802**

DEFCON 802 (Edn. 12/14) - QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts

**DEFCON 801 (SC2)**

DEFCON 801 (SC2) (Edn. 11/17) - Amendments to Qualifying Defence Contracts – Consolidated Versions

**DEFCON 804 (SC2)**

DEFCON 804 (SC2) (Edn. 11/17) - QDC: Confidentiality of Single Source Contract Regulations Information

**DEFCON 524A**

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

**DEFCON 647 (SC2)**

DEFCON 647 (SC2) (Edn. 05/21) - Financial Management Information

**DEFCON 670 (SC2)**

DEFCON 670 (SC2) (Edn. 11/17) - Tax Compliance

## General Conditions

### DEFCON 532B

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

### DEFFORM 532

Personal Data Particulars

DEFFORM 532

Edn 10/19

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This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <b>Not applicable</b>
<b>Data Processor</b>	The Data Processor is the Contractor. The Personal Data will be processed at: <b>Not applicable</b>
<b>Data Subjects</b>	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i> <b>Not applicable – No personal data is processed in the performance of any of the Support Services provided under this contract.</b>
<b>Categories of Data</b>	The Personal Data to be processed under the Contract concern the following categories of data: <b>Not applicable – No personal data is processed in the performance of any of the Support Services provided under this contract.</b>
<b>Special Categories of data (if appropriate)</b>	The Personal Data to be processed under the Contract concern the following Special Categories of data: <b>Not applicable – No personal data is processed in the performance of any of the Support Services provided under this contract.</b>
<b>Subject matter of the processing</b>	The processing activities to be performed under the contract are as follows: <b>Not applicable – No personal data is processed in the performance of any of the Support Services provided under this contract.</b>
<b>Nature and the purposes of the Processing</b>	The Personal Data to be processed under the Contract will be processed as follows: <b>No data processing will take place on this Contract.</b> <b>Not applicable</b>

Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <b><i>Not applicable</i></b>
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <b><i>Not applicable</i></b>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <b><i>Not applicable</i></b>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.



## Intellectual Property Rights

### DEFCON 014

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

*This DEFCON shall only apply when notified by the Authority in accordance with Post Design Services tasking undertaken via Condition 47.1. Upon which an appropriate DEFFORM 315 shall be agreed.*

### DEFCON 015

DEFCON 015 (Edn. 06/21) - Design Rights and Rights to Use Design Information

*This DEFCON shall only apply when notified by the Authority in accordance with Post Design Services tasking undertaken via Condition 47.1. Upon which an appropriate DEFFORM 315 shall be agreed.*

### DEFCON 016

DEFCON 016 (Edn. 06/21) - Repair and Maintenance Information

### DEFCON 021 (06/21)

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

### DEFCON 090

DEFCON 090 (Edn. 06/21) - Copyright

### DEFCON 091

DEFCON 091 (Edn. 06/21) - Intellectual Property Rights in Software

### Note

Notes: [For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.]

### Note

Notes: [For the purposes of clause 3e the prescribed Nations are those within NATO & the EU and Australia & New Zealand.]

DEFFORM 315-DC 16

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p>CHC/628</p>	<p>2. <u>CDR Number</u></p> <p>001</p>	<p>3. <u>Data Category</u></p> <p>Mission Planning and Hardware</p>	<p>4. <u>Contract Delivery Date</u></p> <p>Contract Award</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>Laptop, Desktops, Servers and deployment packs</p>		<p>6. <u>General Description of Data Deliverable</u></p> <p>Maintenance manual as defined in AvP 70 - 2 Service Instructions</p> <p>Service Technical Instructions and Modification Lists</p> <p>Operating Instructions</p>	
<p>7. <u>Purpose for which data is required</u></p> <p>Modifications to technical and user documents</p>		<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 16 (Edn 06/21) - Repair and Maintenance Information</p>	

	DEFCON 21 (06/21) - Retention of Records  b. <u>Special IP Conditions</u>  None
9. <u>Update/Further Submission Requirements</u>  N/A	
10. <u>Medium of Delivery</u>  Electronic	11. <u>Number of Copies</u>  1

**Note**

Notes: [For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.]

**Note**

Notes: [For the purposes of clause 3e the prescribed Nations are those within NATO & the EU and Australia & New Zealand.]

## Payment Terms

See Milestone Payment Plan at Appendix 1 to Schedule 2

## Quality Assurance Conditions

### **AQAP 2105**

NATO Requirements for Deliverable Quality Plans  
Edition D Version 1

### **AQAP 2210**

NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 and AQAP 2310  
Edition A Version 2

### **AQAP 2310**

NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.  
Edition B Version 1

### **AS9100**

Rev D

### **DEFSTAN 00-51 Pt 1**

Environmental Management Requirements for Defence Systems  
Issue 1

### **DEFSTAN 00-55 Pt 1**

Requirements for Safety of Programmable Elements (PE) in Defence Systems –  
Issue 5

### **DEFSTAN 00-56 Pt 1**

Safety Management Requirements for Defence Systems  
Issue 7

### **DEFSTAN 05-061 Pt 1**

Quality Assurance Procedural Requirements - Concessions  
Issue 6

### **DEFSTAN 05-061 Pt 4**

Quality Assurance Procedural Requirements - Contractor Working Parties  
Issue 3

### **DEFSTAN 05-061 Pt 9**

Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety  
Critical Items  
Issue 5



**DEFSTAN 05-135**

Avoidance of Counterfeit materiel

Issue 2

**DEFSTAN 05-99 Pt 1 and 2**

Issue 1

## Special Indemnity Conditions

### DEFCON 684

DEFCON 684 (Edn. 01/04) - Limitation Upon Claims In Respect Of Aviation Products

## 46 Special conditions that apply to this Contract

### 46.1 OPTIONS TO CONTRACT ADDITIONAL WORK PACKAGES

46.1.1 In consideration of placing this Contract the Authority retains the following irrevocable Options:

**Contract Option 1 (Scope included at Schedule of Requirement Item 12):** Recommendation, with technical scope of work, to resolve the DTM/GMSS interface issue related to e-SATA card obsolescence.

**Contract Option 2: (Validity period shall remain throughout Contract Duration) Delivery of training to TG4 and TG9 staff:** This Option shall remain unpriced until such time the Authority provides the Contractor with a detailed Statement of Requirement and written request for a Firm Price quotation. Upon receipt of the Statement of Requirement the Contractor shall provide, by the date requested or otherwise agreed between both Parties, Firm Price(s) for training courses valid until Contract Expiry. All training courses will need to be performed within the Contract Duration and are subject to sufficient prior notification and any other conditions identified in the Contractor's Firm Price quotation. Firm Price(s) shall be agreed in accordance with the provisions under the Defence Reform Act 2014 (DRA), Single Source Contract Regulations 2014 (SSCR) and Single Source Regulatory Office guidance. No work shall be undertaken by the Contractor prior to agreement of a formal Contract Amendment. The above shall be agreed in accordance with Conditions 46.1.2 – 46.1.7 below.

**Training Course Credit:**

It is agreed that a credit shall be available to the Authority at a total sum of This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

This figure is equivalent to the sum of 3 training courses as agreed within Contract CHC/575. This sum shall be recorded within Schedule 2 -Schedule of Requirements at Item 15 and drawn down upon for future contract amendments for additional training courses. Schedule 2 -Schedule of Requirements at Item 15 shall be updated accordingly via a formal Contract Amendment.

46.1.2 No such addition shall be made to the Contract until such time as the Authority has issued written notice (the "Option Notice") either acceptance of a pre-agreed proposal or requesting a proposal from the Contractor and accepted such proposal in accordance with Conditions 46.1.3 – 46.1.7 below.

46.1.3 The Contractor shall within 20 business days of agreement of receipt of the Option Notice, submit to the Authority for its review the Contractor's programme for delivering their proposal to extend the service(s) provided under this Contract.

46.1.4 The Authority shall within 10 business days after its receipt of such programme confirm to the Contractor that the Authority is content with such programme or identify its proposed amendments to such programme (in which case the Contractor shall promptly effect such amendments and resubmit such programme as amended). The Contractor's progress, in accordance with the agreed programme,

shall be reviewed and managed by the Authority and Contractor as part of the monthly Progress Meetings.

- 46.1.5 By the agreed delivery date, the Contractor shall submit to the Authority their proposal to deliver the requirement as prescribed in the above Options, including adjusting the Firm Price & Payment Plan (noting that the Contract is a Qualifying Defence Contract under the Defence Reform Act 2014).
- 46.1.6 If the Authority is content with the Contractor's proposal submitted, the Authority shall notify the Contractor by issue of an Offer of Contract Amendment to such effect, the Contractor shall continue to deliver the service(s) in accordance with the terms of this Contract as amended to reflect the terms of such proposal.
- 46.1.7 The Authority may at its sole discretion withdraw the Option Notice.

#### **46.2 COVID-19: Extension of time and relief from performance in CHC/628**

1. The parties recognise that the continuance of the COVID-19 pandemic may have an adverse impact on the ability of the Contractor to perform its obligations under this Contract. The Contractor shall not therefore be in breach of its obligations under this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure is a sole and direct result of the continuance of the COVID-19 pandemic.
2. On each instance, the Contractor shall immediately notify the Authority in writing that the continuance of the COVID-19 pandemic has solely and directly resulted or is likely to solely and directly result in a delay or failure to perform its obligations under this Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.
3. Subject to clause 4 below, the Contractor shall be entitled to request an appropriate period of:
  - a. additional time for performing; and/or
  - b. relief from other contractual consequences, of late or non-performance of such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the adverse impact of the continuance of the COVID-19 pandemic, and to facilitate the continued performance of its obligations under this Contract.
4. On each instance, the maximum period of additional time and/or for which relief will be granted under this clause shall be limited to 40 business days (or such longer period as the Parties may agree on a case by case basis) after which the Authority may terminate this Contract on giving 20 business days' notice in writing to the Contractor. On termination of this Contract, the Contractor shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Contractor Deliverables delivered up to the date of termination but shall otherwise have no claim against the Authority in relation to such termination.

#### **46.3 FORCE MAJEURE CLAUSE**

1. The Contractor shall not be in breach of this Contract, nor liable for late or non performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
  - a. acts of nature;
  - b. war;
  - c. hostilities;
  - d. fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
  - e. Biological hazards
2. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
3. Subject to Clause 4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
4. The maximum extension of time granted under this clause shall be limited to 60 business days (or such longer period as the Parties may agree on a case by case basis) after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect. On termination of the Contract, the Contractor shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Contractor Deliverables delivered up to the date of termination but shall otherwise have no claim against the Authority in relation to such termination.



**46.4 Narrative conditions that are incorporated into the Contract Conditions following negotiation:**

<b>Reference within the Contract Terms and Conditions</b>	<b>Special Condition</b>
Condition 5 (Precedence) of General Conditions	Sub-paragraph A(1) is the highest precedence and sub-paragraph A(4) is the lowest precedence
Condition 6 (Formal Amendments to the Contract) of General Conditions	For the purposes of this Contract, it is agreed that no Parent Company Guarantee is required for this Contract under 6B.
Condition 23 (Supply of Data for Hazardous Materials or Substances in Contractor Deliverables) of General Conditions	The Authority shall provide prior notice to the Contractor of any delivery required to the Defence Fulfilment Centre (DFC). The Contractor shall notify the Authority in the event that such delivery would not be compliant with the Logistic Commodities and Services Transformation (LCST) Supplier Manual and shall propose alternative delivery arrangements to the Authority.
Condition 26 (Access to the Contractor's Premises) of General Conditions	The Contractor shall not be liable for overnight accommodation or travel and subsistence for the Authority's Representatives with regards to this Contract.
Condition 29 (Rejection and Counterfeit Material) of General Conditions	Thales respectfully requests that before any determination is made by the Authority under 29(c)(4), that the Authority affords the Contractor an opportunity to first inspect and/or test such material.
Condition 32 Paragraph J (Import and Export Licences) of General Conditions	For the purposes of this Contract this Condition shall be amended to the following: "The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract, as long as the Contractor uses best endeavours to obtain licences."
Condition 32 Paragraph P (Import and Export Licences) of General Conditions	For the purposes of this Contract the first time period 'X' shall be 10 working days. The second time period 'X' shall be 20 working days.
Condition 32 Paragraph Q (Import and Export Licences) of General Conditions	For the purposes of this Contract the Authority will provide the Contractor written notice of 20 business days in the event that termination of the Contract is invoked.
Condition 32 Paragraph U (Import and Export Licences) of General Conditions	For the purposes of this Contract the Authority shall consider a claim from the Contractor in respect of reasonable additional costs incurred in the event that the Contractor is found to be in unauthorised possession of material supplied by the Authority.
Condition 33 Paragraph O (Third Party Intellectual Property – Rights and	For the purposes of this Contract, indemnification by the Contractor should cover all uses by the Authority as per Schedule 9 (Statement of Requirements) and any other reasonably foreseeable use.

Restrictions) of General Conditions	
Condition 35 Paragraph D (Payment and Recovery of Sums Due)	For the purpose of this Contract, reference to a 'reasonable time' shall be deemed to be 15 days.
DEFCON 76 (Edn 06/21)	For the purposes of this Contract, the Contractor's liability under Clause 3 of DEFCON 76 (Edn 11/17) shall be limited to £5,000,000.00 (five million pounds) per incident.
DEFCON 91 (Edn 06/21)	For the purposes of this Contract the following bespoke clause applies to the GECO User Manual and Training Materials only, "The contractor shall ensure that the Authority has the right to copy amend, extend or to have copied, amended or extended, any technical publication called for or delivered in support of articles called for under this contract, and to circulate use or have used said technical publication, including any copied amended or extended version for any UK Government Purpose, but not for the purpose of manufacturing equipment to which the technical publication relates."
DEFCON 117 (SC2) (Edn 11/17)	For the purposes of this Contract this condition shall only apply to Post Design Services tasking as per Condition 47.1.

## 47 The processes that apply to this Contract are

### 47.1 Additional requirements will be tasked on an ad-hoc basis in accordance with the below Post Design Services (PDS) tasking process.

- a. Part 1 of the TAF will provide details of the task including task number, name and scope of work and will be signed by the Authority's Project Manager (APM) and sent to the Contractor via the Authority's Commercial branch.
- b. Part 2 of the TAF shall include a Firm Price quotation, completed by the Contractor within 10 working days of receipt from the Authority. It shall contain a full cost breakdown; as well as associated sub-contractor price breakdowns where applicable. Part 2 shall also include details of any task-specific GFE required and any additional expenditure, including travel and subsistence.
- c. Upon receipt of Part 2 of the TAF, if acceptable, the Authority shall complete Part 3. Part 3 will contain signed confirmation of approval to proceed with the work by the Authority's Commercial Branch as stated on DEFFORM 111 and will be returned to the Contractor along with an updates Schedule 5. The date of commencement of the work shall be on receipt of the signed Part 3 by the Contractor, or later if detailed on the TAF.
- d. No work shall be undertaken by the Contractor until Part 3, providing signed commercial approval to proceed is received by the contractor.
- e. Upon completion of a task, the Contractor shall complete Part 4 of the TAF and send it to the Authority's Project Manager for completion of Part 5, under which the Authority will approve formal closure of the task.

## **POST DESIGN SERVICES (PDS) TASK AUTHORISATION FORM**

### **PART A - MOD REQUIREMENT**

### **Section 1: Description of requirement**

<b>MoD Ref No:</b>		<b>Revision:</b>		<b>Date:</b>	
--------------------	--	------------------	--	--------------	--

TITLE	
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Background

Task Requirement

Required Deliverable(s) & Delivery Date

Section 2: Authorisation for the Requirement

Project

TITLE	NAME	SIGNATURE	DATE

Commercial

TITLE	NAME	SIGNATURE	DATE

**PART B - QUOTATION AGAINST PART A**

**Section 1: Scope of Work**

Specific tasks as defined hereunder shall be undertaken in accordance with the terms and conditions applicable to Contract CHC/628.

MoD Ref No:		Revision:		Date:	
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TITLE	
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**Statement of Work**

**Agreed Timescales**

**Firm Price (including full breakdown as an Appendix to this TAF):**

**£..... (VAT Ex)**

**Quotation Valid Until:**

**Section 2: Contractor Authorisation**

	TITLE	NAME	SIGNATURE
Tasking response authorised on behalf of Contractor			
			Date:



PART C - MOD AUTHORISATION TO PROCEED

**Section 1: Details**

<b>MoD Ref No:</b>		<b>Revision:</b>		<b>Date:</b>	
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<b>TITLE</b>	
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**Section 2: Authorisation to Proceed**

**Project Authorisation**

The hours and direct costs quoted are considered to be fair and reasonable for the work to be undertaken and there are no other issues. The Task can proceed.

<b>TITLE</b>	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

**Commercial Authorisation**

<b>Firm Price agreed:</b>		£
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<b>TITLE</b>	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

**Section 3: Rejected by MoD**

**Project**

TITLE	NAME	SIGNATURE	DATE

**Commercial**

TITLE	NAME	SIGNATURE	DATE

**Reasons for Rejection**

**PART D - COMPLETION OF ADDITIONAL TASK**

**Section 1: Details**

MoD Ref No:		Revision:		Date:	
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TITLE	
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**Section 2: Confirmation of Task Completion**

	TITLE	SIGNATURE
Signed on behalf of the Contractor to confirm		

the additional task has been completed.		
	Date:	

	TITLE	SIGNATURE
Signed on behalf of the Authority to confirm the additional task has been completed.		
	Date:	

#### **47.2 Post Design Services (PDS) Tasking Process Labour & Overhead Rates**

- a. In support of the PDS tasking process the Authority and the Contractor shall agree, on a Task by Task basis, the Labour & Overhead Rates, applicable rate of Profit payable under individual tasks calculated using the Single Source Contract Regulations “6 Step” process applying the Baseline Profit Rate applicable at the point of signing the PDS Task.

#### **47.3 Spares List in accordance with Schedule 9 - Statement of Requirement (11.g)**

The following spares shall be provided in support of contract year one (1), held by the Contractor and managed in accordance with DEFCON 611 and DEFCON 694:

**This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

## 48 PERFORMANCE MEASUREMENT

### Performance Measures

**48.1** The Key Performance Indicators (KPIs) (Schedule 10) shall be measured by the Contractor on a monthly basis from contract commencement for the duration of the Contract.

**48.2** Each KPI has a monthly achievement threshold as shown in table 1:

KPI	Description	Level of Achievement Required
1	Helpdesk Support Facility (SOR 12.F.1)	90%
2	MOB On-Site Support (SOR 12.F.2)	90%
3	Hardware Repair and Replacement (SOR 12.F.7)	90%

Table 1 - KPI Performance Thresholds

**48.2.1** A KPI shall be considered “exceeded” (*Over-Performance*) where the measured Level of Achievement for the month calculated in accordance with Schedule 10 is greater than the value in Table 1;

**48.2.2** A KPI shall be considered “achieved” where the measured Level of Achievement for the month calculated in accordance with Schedule 10 is equal to the value in Table 1;

**48.2.3** A KPI shall be considered “not achieved” (*Under-Performance*) where the measured Level of Achievement for the month calculated in accordance with Schedule 10 is lower than the value in Table 1

### Incentive Payments for Over-performance

**48.3** The Contractor's monthly service payment in Appendix 1 to Schedule 2 includes an Incentive Payment for Over-Performance (48.2.1) against the KPIs.

**48.4** Where the Contractor's Level of Achievement for the month is either equal to (48.2.2) or lower than (48.2.3) the value in Table 1 for each KPI, the Contractor shall reimburse the Authority an amount of the monthly Incentive Payment in accordance with Table 2 as follows:-

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Table 2 – Incentive Reimbursement amounts

- 48.5** Any Incentive Reimbursement to be made by the Contractor in accordance with paragraph 48.4 will be decremented from the Contractor's invoice for the Monthly Service Payment.

#### Payment Withholds for Under-performance

- 48.6** In circumstances where the Contractor performance against the KPIs does not meet the performance threshold in accordance with paragraph 48.2.3, the Authority shall also be entitled to withhold an amount of the Contractor's monthly Milestone payment. The amount that the Authority shall be entitled to withhold is in accordance with Column (a) of Table 3 below.

- 48.7** The Contractor shall be entitled to recover some or all of the withhold amount in accordance with paragraph 48.17 herein. The amount that the Contractor shall be entitled to recover is in accordance with Column (b) of Table 3 below.

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Table 3 - Withhold amounts for Under-Performance

## KPI Performance Levels

- 48.8** KPI Performance Level 5 means that all KPIs were either achieved or exceeded for the calendar month.
- 48.9** KPI Performance Level 4 means that either One (1) or Two (2) Category A failures were recorded during the calendar month.
- 48.10** KPI Performance Level 3 means either of the following:-
- 48.10.1** One (1) Category B failure was recorded during the calendar month; or
- 48.10.2** Three (3) or more Category A failures were recorded during the calendar month.
- 48.11** KPI Performance Level 2 means one of the following:-
- 48.11.1** One (1) Category C failure was recorded during the calendar month; or
- 48.11.2** Two (2) or more Category B failures were recorded during the calendar month;
- or
- 48.11.3** Four (4) Category B failures have occurred during the previous six-month period across any/all KPIs.  
(Note: where four Category B failures occur in a six-month period, leading to a KPI Performance Level 2, those same four failures shall not apply to a future assessment under this Performance Level).
- 48.12** KPI Performance Level 1 means Five (5) or more Category C failures in the same calendar month.

## KPI Failures

- 48.13** The Categories of Failure referred to in paragraphs 48.8 to 48.12 are in accordance with Table 4.

Category of Failure	KPI 1: Helpdesk Facility (SOR 12.F.1)	KPI 2: MOB On-Site Support (SOR 12.F.2)	KPI 3: Hardware Repair and Replacement (SOR 12.F.6)
Category A	Response provided after two (2) Working Hours and within one (1) Working Day	Attendance on-site within two (2) Working Days	Serviceable equipment returned after thirty-five (35) Working Days
Category B	Response provided after one (1) Working Day and within three (3) Working Days	Attendance on-site within five (5) Working Days	Serviceable equipment returned within forty (40) Working Days
Category C	Response provided after greater than three (3) Working Days	Attendance on-site after greater than five (5) Working Days	Serviceable equipment returned after greater than forty (40) Working Days

Table 4 - KPI Categories of Failure

## **Performance Level Review**

- 48.14** The Contractor shall provide a monthly report, which shall be reviewed at the monthly Progress Meeting, in accordance with Schedule 3 Clause 20.a and 20.b.
- 48.15** At the end of each month, the Authority and the Contractor shall undertake a joint review of the preceding month performance and agree the actual performance level. The months achievement for each individual KPI shall be calculated based upon the total arisings due within that reporting period and not an average score.
- 48.16** The joint review shall agree the overall Level of Performance for that month and accordingly:
- 48.16.1** the amount (if any) of Incentive reimbursement to be made by the Contractor in accordance with paragraph 48.4 for the associated monthly payment;
- 48.16.2** the amount (if any) of payment withholds which may be made by the Authority in accordance with paragraph 48.6 for the associated monthly payment. For the avoidance of doubt, only one payment withhold is permitted per calendar month;
- 48.16.3** the amount (if any) of previous payment withholds that the Contractor shall be entitled to recover in accordance with paragraph 48.7;

## **Contractor Recovery of Payment Withholds**

- 48.17** The Contractor shall be entitled to a withhold recovery in accordance with paragraph 48.7 on next achieving Performance Level 5, except in circumstances where Performance Level 1 was achieved and for which the Contractor is not permitted to recover any of the withhold amount.
- 48.18** The amount that may be recovered by the Contractor is cumulative, where more than one withhold has occurred in previous calendar months or where successive withholds have occurred prior to next achieving Performance Level 5.
- 48.19** Where, at the end of the Contract period of performance, the Authority is withholding an amount of payment that the Contractor would otherwise be entitled to recover upon next achieving Performance Level 5, such amount shall automatically become available for the Contractor to recover. This excludes any amount withheld for Performance Level 1.

## **Rectification Plan**

- 48.20** In the event that KPI performance is measured at either Performance Level 2 or Performance Level 1, the Contractor shall present a Rectification Plan to the Authority. The Rectification Plan shall contain the Contractor's plans for improving the Performance Level, including the timescales for performance recovery.
- 48.21** The Contractor shall present the Rectification Plan to the Authority within 10 working days from the end of the month in which Performance Level 2 or Performance Level 1 was first recorded. Rectification Plans shall be reviewed by the Authority within 10 working days of receipt and following agreement shall be implemented.
- 48.22** In the event that KPI performance is not resolved as per the agreed Rectification Plan, this will be determined as a Contractor persistent breach and dealt with in accordance with Condition 43.

## **General**

**48.23** Zero arising's in any area of measurement shall be reflected as 100% achievement.

**48.24** The Authority agrees to give relief on KPI's in the event that the Contractor can demonstrate a negative impact on achievement of Key Performance Indicators and such impact has been as a direct result of a breach by the Authority of its obligations under the Contract. Such demonstrable impact shall not be unreasonably rejected by the Authority.

## SC2 Schedules

### Schedule 1 - Definitions of Contract Articles

means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies when DEFCONs are added to these Conditions);**

#### Authority

means the Secretary of State for Defence acting on behalf of the Crown;

#### Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;

#### Business Day

means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

#### Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. Executive Agency;

#### Collect

means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

#### Commercial Packaging

means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

#### Conditions

means the terms and conditions set out in this

document;

<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 ( Formal Amendments to the Contract);
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
<b>Contractor Deliverables</b>	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
<b>Control</b>	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none"><li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li><li>b. by virtue of any powers conferred by the</li></ul>

constitutional or corporate documents, or any other document, regulating the Contractor;  
and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

**CPET**

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

**Crown Use**

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

**Dangerous Goods**

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

**DBS Finance**

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

**DEFFORM**

means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>;

**DEF STAN**

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

**Deliver**

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;

<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: <ul style="list-style-type: none"><li>a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or</li><li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li></ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
<b>Government Furnished Assets (GFA)</b>	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;
<b>Hazardous Contractor Deliverable</b>	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;



**Independent Verification**

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

**Information**

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

**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;

**Legal and Sustainable**

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

**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;

**Military Level Packaging (MLP)**

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager  
Approval Scheme (MPAS)**

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

**Military Packaging Level (MPL)**

shall have the meaning described in Def Stan 81-041 (Part 1);

**MPAS Registered Organisation**

is a packaging organisation having one or more MPAS

	Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<b>Packaging Design Authority (PDA)</b>	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Primary Packaging Quantity(PPQ)</b>	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
<b>Recycled Timber</b>	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <p>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</p> <p>b. post-consumer reclaimed wood and wood fibre, and driftwood;</p> <p>c. reclaimed timber abandoned or confiscated at least ten years previously;</p> <p>it excludes sawmill co-products;</p>

<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Short-Rotation Coppice</b>	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
<b>STANAG4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
<b>Timber and Wood-Derived Products</b>	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
<b>Transparency Information</b>	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.



**Annex to Schedule 1**

**Additional Definitions of Contract iaw. Conditions 44 - 46 (Additional Conditions)**

**Schedule 2 - Schedule of Requirements**

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total Inc Delivery**
1	<b>Specification</b> – GMSS Support Plan in accordance with Schedule 9 (Statement of Requirement 12.a)			Price included in Item No.6
	<b>Delivery Date</b> – T0			
	<b>MOD Stock Ref. No.</b> – N/A			
	<b>Packaging requirements inc. PPQ and DofQ</b> * - N/A			
2	<b>Specification</b> - Configuration Management Plan in accordance with Schedule 9 (Statement of Requirement 12.b)			Price included in Item No.6
	<b>Delivery Date</b> – T0			
	<b>MOD Stock Ref. No.</b> N/A			
	<b>Packaging requirements inc. PPQ and DofQ</b> *- N/A			
3	<b>Specification</b> – Training Plan in accordance with Schedule 9 (Statement of Requirement 12.c)			Price included in Item No.6
	<b>Delivery Date-</b> T0			

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	MOD Stock Ref. No. - N/A  Packaging requirements inc. PPQ and DofQ *- N/A			
4	<b>Specification –</b> Security Plan in accordance with Schedule 9 (Statement of Requirement 12.d)  <b>Delivery Date –</b> T0 <b>MOD Stock Ref. No. –</b> N/A  Packaging requirements inc. PPQ and DofQ *- N/A			Price included in Item No.6
5	<b>Specification -</b> Obsolescence Plan in accordance with Schedule 9 (Statement of Requirement 12.e)  <b>Delivery Date –</b> T0 and every six (6) months thereafter.  <b>MOD Stock Ref. No.</b> N/A  Packaging requirements inc. PPQ and DofQ *- N/A			Price included in Item No.6
6	<b>Specification –</b> Technical Support in accordance with Schedule 9 (Statement of Requirement 12.f) Including but not limited to: <ul style="list-style-type: none"> <li>• Helpdesk facility</li> <li>• MOB On-Site Support</li> <li>• MK6 STS Support</li> <li>• MSHATF Support</li> <li>• Easy Weigh Support</li> </ul>			This text/paragraph/page has been redacted under exemptions set out by the Freedom of

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	<ul style="list-style-type: none"> <li>Hardware Repair and Replacement</li> <li>Accidental Damage</li> <li>Support to Key Management System (KMS)</li> </ul> <p><b>Delivery Date –</b> Start Date of 1<sup>st</sup> December 2021 – 30<sup>th</sup> November 2025 Progress Report to be delivered monthly (by 5th of proceeding month)</p> <p><b>MOD Stock Ref. No. –</b> N/A</p> <p><b>Packaging requirements inc. PPQ and DofQ * -</b> N/A</p>			Information Act 2000.
7	<p><b>Specification –</b> Provision of Spares in accordance with Schedule 9 (Statement of Requirement 12.g), at the request of the Authority as per condition 47.1.</p> <p><b>Delivery Date –</b> At the request of the Authority as per condition 47.1.</p> <p><b>MOD Stock Ref. No.</b> N/A</p> <p><b>Packaging requirements inc. PPQ and DofQ * -</b> N/A</p>			Price included in Item No.6
8	<p><b>Specification –</b> Publications in accordance with Schedule 9 (Statement of Requirement 12.h)</p> <p><b>Delivery Date –</b> T0</p> <p><b>MOD Stock Ref. No. –</b> N/A</p> <p><b>Packaging requirements inc. PPQ and DofQ * -</b> N/A</p>			Price included in Item No.6



Item No.	Item Details	Total Qty	Price (£) Ex VAT	
9	<b>Specification</b> – Contract/Support Management in accordance with Schedule 9 (Statement of Requirement 12.i)			Price included in Item No.6
	<b>Delivery Date -</b> Start Date of 1 <sup>st</sup> December 2021 – 30 <sup>th</sup> November 2025			
	<b>MOD Stock Ref. No.</b> N/A			
	<b>Packaging requirements inc. PPQ and DofQ *-</b> N/A			
10	<b>Specification</b> – Software Support in accordance with Schedule 9 (Statement of Requirement 12.j)			Price included in Item No.6
	<b>Delivery Date –</b> Start Date of 1 <sup>st</sup> December 2021 – 30 <sup>th</sup> November 2025			
	<b>MOD Stock Ref. No. –</b> N/A			
	<b>Packaging requirements inc. PPQ and DofQ *-</b> N/A			
11	<b>Specification</b> – Maintain Security in accordance with Schedule 9 (Statement of Requirement 12.k)			Price included in Item No.6
	<b>Delivery Date -</b> Start Date of 1 <sup>st</sup> December 2021 – 30 <sup>th</sup> November 2025			
	<b>MOD Stock Ref. No.</b> N/A			
	<b>Packaging requirements inc. PPQ and DofQ *-</b> N/A			
12	<b>Specification</b> – Contract Option 1 in accordance with Condition 46.1: Recommendation, with technical scope of work, to resolve the DTM/GMSS interface issue related to e-SATA card obsolescence.			This text/paragraph /page has been redacted under
	Schedule 9 (Statement of Requirement 13.a)			

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	<b>Delivery Date -</b> September 22 <b>MOD Stock Ref. No.</b> N/A <b>Packaging requirements inc. PPQ and DofQ *-</b> N/A			exemptions set out by the Freedom of Information Act 2000.
13	<b>Specification –</b> Contract Option 2 in accordance with Condition 46.1: Training - Deliver training courses on request by MOD.  (1) Delivery of TG4 course for 12 personnel at 8 wks notice. (2) Delivery of TG9 course for 12 personnel at 8 wks notice  Schedule 9 (Statement of Requirement 13.b) <b>Delivery Date -</b>  Proposal to be delivered by Contractor post-Contract Award upon receipt of the Authority's Statement of Requirement and written request for a Firm Price quotation. Validity period shall remain until Contract Expiry. <b>MOD Stock Ref. No.</b> N/A <b>Packaging requirements inc. PPQ and DofQ *-</b> N/A			PLACEHOLDER
14	<b>Specification –</b> Placeholder for Post Design Services (PDS) Tasking in accordance with 47.1. <b>Delivery Date -</b> N/A <b>MOD Stock Ref. No.</b> N/A <b>Packaging requirements inc. PPQ and DofQ *-</b> N/A			PLACEHOLDER
15	<b>Specification –</b> Training Course Credit as detailed within Condition 46.1 Options to Contract Additional Work Packages		This text/paragraph/page has been	N/A (excluded from total price)

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	<b>Delivery Date -</b> N/A <b>MOD Stock Ref. No.</b> N/A <b>Packaging requirements inc. PPQ and DofQ *-</b> N/A		redacted under exemptions set out by the Freedom of Information Act 2000.	
16	<b>Specification –</b> Thales Bid Costs <b>Delivery Date -</b> Contract Award <b>MOD Stock Ref. No.</b> N/A <b>Packaging requirements inc. PPQ and DofQ *-</b> N/A		This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	

Total Price Inc Delivery \*\*

\*as detailed in DEFFORM 96

\*\*and Delivery if stated in the contract

£8,430,521  
EX VAT

Appendix 1 to Schedule 2 - Milestone Payment Plan for Contract No: CHC/628

Milestone No.	Delivery Date	Firm Price £ (ex VAT)	Milestone Event / Acceptance Criteria
1. Key Project Milestones			
1.1	Contract Award	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Bid Costs <i>Signature of DEFFORM 10</i>
1.2	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Project Launch <i>Project Launch Meeting &amp; Kick-off Meeting held</i>
1.3	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Delivery of Documentation <i>GMSS Support Plan delivered (SoR 12.a)</i>
1.4	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Delivery of Documentation <i>Configuration Management Plan delivered (SoR 12.b)</i>
1.5	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Delivery of Documentation <i>Training Plan delivered (SoR 12.c)</i>
1.6	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Delivery of Documentation <i>Security Plan delivered (SoR 12.d)</i>
1.7	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Delivery of Documentation <i>Obsolescence Plan delivered (SoR 12.e)</i>

1.8	T0	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Delivery of Documentation <i>Publications delivered (SoR 12.h)</i>
1.9	T0 + 1	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Contract Award <i>Subcontract placed on Inzpire</i>
1.10	T0 + 5	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Receipt of Spares at TUK <i>Year 1 Spares</i>
2. Provision of Contract & Technical Support			
2.1	T0+1	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 1
2.2	T0+2	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 2
2.3	T0+3	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 3
2.4	T0+4	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 4
2.5	T0+5	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 5
2.6	T0+6	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 6

		Information Act 2000.	
2.7	T0+7	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 7
2.8	T0+8	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 8
2.9	T0+9	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 9
2.10	T0+10	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 10
2.11	T0+11	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 11
2.12	T0+12	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 12
2.13	T0+13	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 13
2.14	T0+14	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 14
2.15	T0+15	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 15

2.16	T0+16	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 16
2.17	T0+17	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 17
2.18	T0+18	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 18
2.19	T0+19	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 19
2.20	T0+20	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 20
2.21	T0+21	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 21
2.22	T0+22	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 22
2.23	T0+23	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 23
2.24	T0+24	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 24
2.25	T0+25	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 25

		set out by the Freedom of Information Act 2000.	
2.26	T0+26	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 26
2.27	T0+27	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 27
2.28	T0+28	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 28
2.29	T0+29	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 29
2.30	T0+30	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 30
2.31	T0+31	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 31
2.32	T0+32	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 32
2.33	T0+33	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 33
2.34	T0+34	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 34



2.35	T0+35	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 35
2.36	T0+36	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 36
2.37	T0+37	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 37
2.38	T0+38	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 38
2.39	T0+39	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 39
2.40	T0+40	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 40
2.41	T0+41	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 41
2.42	T0+42	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 42
2.43	T0+43	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 43
2.44	T0+44	This text/paragraph/page has been redacted under exemptions	Provision of Progress Report for month 44

		set out by the Freedom of Information Act 2000.	
2.45	T0+45	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 45
2.46	T0+46	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 46
2.47	T0+47	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 47
2.48	T0+48	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Provision of Progress Report for month 48
Total Firm Price (Ex VAT):		This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	

**Schedule of Requirements Item 12:**

<b>Milestone No.</b>	<b>Delivery Date</b>	<b>Firm Price £ (ex VAT)</b>	<b>Milestone Event / Acceptance Criteria</b>
1. Schedule of Requirements Item 12: Recommendation for resolution of GMSS/DTM issue caused by obsolescence of the eSATA Card			
1.1	T0+1	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Contract placed on Supplier
1.2	T0+9	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	Completion of Investigation
Total Firm Price (Ex VAT):		This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.	

### Schedule 3 - Contract Data Sheet

<b>General Conditions</b>
<b>Condition 2 – Duration of Contract:</b>
The Contract expiry date shall be: 30 November 2025
<b>Condition 4 – Governing Law:</b>
Contract to be governed and construed in accordance with:
English Law
Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
N/A
<b>Condition 7 – Authority’s Representatives:</b>
The Authority’s Representatives for the Contract are as follows:
Commercial: This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.
(as per Annex A to Schedule 3 (DEFFORM 111))
Project Manager: This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.
(as per Annex A to Schedule 3) (DEFFORM 111))
<b>Condition 18 – Notices:</b>
Notices served under the Contract shall be sent to the following address:
Authority: MOD Abbey Wood North   NH5   Teak Level 1   Bristol   BS34 8QW   #5101 (as per Annex A to Schedule 3 (DEFFORM 111))
Contractor: Thales, Manor Royal, Crawley, RH10 9HA
Notices can be sent by electronic mail? Yes
<b>Condition 19.a – Progress Meetings:</b>

The Contractor shall be required to attend the following meetings:

Type: Progress Meeting

Frequency: Monthly

Medium/location: The progress meeting shall take place face to face (F2F) bi-annually, whereby one will be hosted at Crawley and the other RAF Odiham on an alternate basis throughout the Contract duration. All remaining progress meetings shall be held virtually.

**Condition 19.b – Progress Reports:**

The Contractor is required to submit the following Reports:

Type: Progress Report

Frequency: Monthly (by 5th of proceeding month)

Type: Obsolescence Report

Frequency: Every six (6) months

Type: Support Overview Report

Frequency: Annual

Reports shall be Delivered to the following address:

in accordance with DEFFORM111 Box 2

<b>Supply of Contractor Deliverables</b>
<p><b>Condition 20 – Quality Assurance:</b></p> <p>Is a Deliverable Quality Plan required for this Contract? Yes</p> <p>If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 30 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements: See section 'Quality Assurance Conditions'</p>
<p><b>Condition 21 – Marking of Contractor Deliverables:</b></p> <p>Special Marking requirements:</p> <p>N/A</p>
<p><b>Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</b></p> <p>A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – <a href="mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk">DSA-DLSR-MovTpt-DGHSIS@mod.uk</a></p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 2020/10/29 10:00:00</p>
<p><b>Condition 24 – Timber and Wood-Derived Products:</b></p> <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: Provided at "82330647-002-Annex H Timber and Wood Derived Products (Priced) Issue 2"</p>
<p><b>Condition 25 – Certificate of Conformity:</b></p> <p>Is a Certificate of Conformity required for this Contract? Yes</p>

<p>Applicable to Line Items: 1-14</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain?</p> <p>Yes</p> <p>Applicable to Line Items:</p>
<p><b>Condition 27.b – Delivery by the Contractor:</b></p> <p>The following Line Items are to be Delivered by the Contractor:</p> <p>1-14</p> <p>Special Delivery Instructions:</p> <p>Hardware Repair and Replacement - Repaired GMSS equipment to be returned to RAF Benson and RAF Odiham as required by the Authority.</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p>
<p><b>Condition 27.c - Collection by the Authority:</b></p> <p>The following Line Items are to be Collected by the Authority: N/A</p> <p>Special Delivery Instructions: N/A</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p> <p>Consignor details (in accordance with Condition 27.c.(4)):</p> <p>Line Items:   Address:</p> <p>Line Items:   Address:</p> <p>Consignee details (in accordance with condition 22):</p> <p>Line Items:   Address:</p> <p>Line Items:   Address:</p>

<b>Condition 29 – Rejection:</b>  The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:  The time limit for rejection shall be 30 Business Days.
<b>Condition 31 – Self-to-Self Delivery:</b>  Self-to-Self Delivery required? No  If required, Delivery address applicable:

<b>Pricing and Payment</b>
<b>Condition 34 – Contract Price:</b>  All Schedule 2 line items shall be FIRM Price other than those stated below:  Line Items N/A  Clause 46. N/A refers

<b>Termination</b>
<b>Condition 41 – Termination for Convenience:</b>  The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be twenty (20) Business Days

<b>Other Addresses and Other Information</b> <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)



**Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)**  
**Contract No: CHC/628**

**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
  - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
  - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
  - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;  
and:
    - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
    - e. further to such notification:
      - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
      - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
  - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

### **Contractor Change Proposal**

7. As soon as practicable, and in any event within:

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

(1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
- b. a detailed breakdown of any costs which result from the Change(s);
- c. the programme for implementing the Change(s);
- d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
- e. such other information as the Authority may reasonably require.

9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

### **Contractor Change Proposal – Process and Implementation**

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - a. evaluate the Contractor Change Proposal; and
  - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - a. either indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
  - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

#### **Contractor Changes**

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

**Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)**

**Contract No: CHC/628**

Contract No: CHC/628 (Thales ref: 82330647)
Description of Contractor's Commercially Sensitive Information: <b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>
Cross Reference(s) to location of sensitive information: <b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>
Explanation of Sensitivity: <b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>
Details of potential harm resulting from disclosure: <b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>
Period of Confidence (if applicable): <b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>
Contact Details for Transparency / Freedom of Information matters: <b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>

This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract**

**Data Requirements for Contract No: CHC/628 (700217320)**

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

Contract No: CHC/628

Contract Title: Ground Mission Support System

Contractor: Thales UK Limited

Date of Contract: 01/12/2021 – 30/11/2025

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

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with condition 24.

Contractor's Signature: Signed copy confirming NIL response provided by Thales within document "82330647-002- Annex J Hazardous Contractor Deliverables Issue 3"

Name:

Job Title:

Date:

\* check box (\*\*) as appropriate

.....  
To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Defence Safety Authority (DSA)  
Movement Transport Safety Regulator (MTSR)  
Hazel Building Level 1, #H019  
MOD Abbey Wood (North)  
Bristol BS34 8QW

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract**

**Data Requirements for Contract No: CHC/628**

The following information is provided in respect of condition 24 (Timber and Wood-Derived Products):

<b>Schedule of Requirements item and timber product type</b>	<b>Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence</b>	<b>Volume of timber Delivered to the Authority with other evidence</b>	<b>Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy</b>	<b>Total volume of timber Delivered to the Authority under the Contract</b>
N/A	N/A	N/A	N/A	N/A



**Schedule 8 - Acceptance Procedure (i.a.w. condition 28)**

**Contract No: CHC628**

**Schedule 9 – Statement of Requirement  
OCT 21**

**SUPPORT SERVICES FOR CHINOOK GROUND MISSION SUPPORT SYSTEM (GMSS) –  
STATEMENT OF REQUIREMENT (SOR)**

**References:**

- A. Ground Mission Support System Interim Support - CHC/575
- B. Thales Obsolescence Report 28 January 2021 (O-Report 701-009846 / Issue 6)<sup>1</sup>
- C. Operational Inventory 5 Jun 19<sup>2</sup>

**INTRODUCTION**

1. This Statement of Requirement (SOR) sets out the Core and Optional Services to be provided by the Contractor throughout the life of the Contract to support, maintain and procure and replace hardware for the Ground Mission Support System (GMSS).
2. The Contractor shall deliver a proposal to the Authority against the Requirements outlined within this document, which effectively addresses the Authority's needs.

**BACKGROUND**

3. The Mission Support system procured as part of Project JULIUS<sup>3</sup>, comprising an aircraft based Onboard Mission Planning System (OMPS) and GMSS. The GMSS is an amalgamation of software and hardware that includes a Ground Mission Planning System (GMPS) and tools that enable compiling of mapping, Digital Terrain Elevation Data (DTED), Notice to Airmen (NOTAMs) and other information. GMPS was developed from On-Board Mission Planning System (OMPS), faithfully replicating functionality.
4. The current technical support (Ref A) for GMSS covers; all Chinook users at the Main Operating Bases (MOB)<sup>4</sup>; deployed operations (via Helpdesk Support); and support at JHC identified training locations within the UK and overseas<sup>5</sup>. The scope of GMSS support has increased with changes in the Force structure to include the provision of support to aircraft at RAF Benson and exercise locations within the UK and synthetic training facilities.

**PROCESSES THAT WILL APPLY TO THIS CONTRACT**

5. Where specified, the Post Design Services (PDS) tasking process, as per Condition 47.1, will be the means by which work not covered by the Core Contract, will be undertaken, including software changes, updates and upgrades, the management of perfective and corrective action and the procurement of spares.

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<sup>1</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

<sup>2</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

<sup>3</sup>

**This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

## **EQUIPMENT TO BE SUPPORTED**

6. This SOR seeks the provision of four (4) years of Support Services to the GMSS (including Easyweigh) at the MOBs of RAF Odiham<sup>6</sup> and RAF Benson<sup>7</sup>. The Contractor shall also support the GMSS deployable packs when aircraft are on deployments and training locations in the UK and overseas.
7. There is a Requirement for software updates throughout the life of this contract, provided by the Contractor to include any planned corrective, adaptive and perfective modifications. Such updates will be dealt with in accordance with PDS tasking process, as per paragraph 5 and Condition 47.1. The inventory of equipment (and its associated software) to be supported by the SOR as part of the Future Contract is detailed within Ref C. Operational Inventory 5 Jun 19<sup>8</sup>. This equipment is to be supported and is subject to change and may be altered by the Authority as and when required with appropriate contract amendments.
8. Aircraft deployed shall deploy with a GMSS deployable pack for the duration of the deployment iaw Deployable Pack holdings detailed in Ref C. Operational Inventory 5 Jun 19, support shall be delivered through the provision of a Helpdesk service. The User will be responsible for the return of unserviceable equipment to the MOB for repair.
9. A full support service of help desk and Field Service Engineers (FSE) on-site support visit shall be included to support deployed GMSS equipment within the UK. The return of unserviceable equipment to MOB for repair shall be the responsibility of the user.

## **PERIOD OF SUPPORT**

10. The Contractor shall provide support services for the GMSS for a period of four (4) years from the service commencement date 01/12/2021.

## **REQUIREMENT (SUPPORT SERVICE TO BE PROVIDED)**

11. Support is required for both hardware and software associated with GMSS. The Contractor shall support the GMSS for the RAF Chinook<sup>9</sup> fleet of sixty (60) aircraft, MOBs and all deployed assets (operations and training).

12. The Contractor's Proposal shall deliver against the following Requirements:

### **a. GMSS Support Plan**

The plan shall include, but not be limited to:

- (1) The Support Organisation;
- (2) The Organisational responsibilities;
- (3) The interfaces with the MOD and key stakeholders, the Main Operating Base

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<sup>8</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

<sup>9</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

(MOB), deployed assets and with its own sub-contractors;

- (4) The Resource Plan;
- (5) The Scaling of equipment being supported;

b. Configuration Management Plan

c. Training Plan

d. Security Plan

As the **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

will be delivered to JSP604 compliant standard this support contract must maintain the same level by default.

e. Obsolescence Plan

f. Technical Support

- (1) Helpdesk facility The Contractor shall deliver a single 'Helpdesk' support facility to address with a view to resolving issues encountered by the User related to all integrated software applications', hardware and spares. Reporting of any issues to the Helpdesk will be achieved by telephone or email and an initial response to queries shall be provided within two (2) hours. The response shall cover a summary of the reported problem, a forecast for solution, and notification of any requirement for an 'on-site' visit. For issues reported outside of normal working hours, an initial response within two (2) hours of the start of the next Business Day shall be provided. The Helpdesk hours (henceforth referred to as "normal operating hours") shall be from:

- 09:00 hrs until 16:00 hrs Monday to Thursday
- 09:00 hrs until 12:00 hrs Friday.
- Excluding weekends and Bank holidays

- (2) MOB On-Site Support Where issues cannot be resolved using the Helpdesk facility, on-site support shall be provided at the MOB for both hardware and software problems. On-site assistance shall be provided within one (1) Business Day of the problem being reported via the Helpdesk facility. Deployed equipment will be returned to the MOB for repair. On-site support shall be provided by qualified and security cleared personnel.

- (3) Mk6 STS Support to the Mk6 STS GMSS system based at RAF Odiham. The Contractor shall provide GMSS support services in line with that provided to the MOB including full access to the Helpdesk and callout service.

- (4) MSHATF Support. The Contractor shall provide GMSS support services for GMSS terminals<sup>10</sup> in line with that provided to the MOB including full access to the Helpdesk and callout service.

- (5) Easyweigh Support. The Contractor shall provide Easyweigh support to the same degree and in the same way covered by CHC/575.

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<sup>10</sup> Changes brought about by planned enhancement to support GECCO (CHC/629) subject to contract will not be replicated in the 'Virtual Classroom'.

- (6) RAF Odiham training equipment to be supported in line with MOB assets. The equipment will be operated only in the MoD GMSS Training Environment and will not be utilised in an operational environment. All training equipment shall be suitable marked that it is for training purposes only.
- (7) Hardware Repair and Replacement Hardware faults shall be resolved by either repair or replacement of items; contractor to recommend to Authority the preferred treatment. The cost of this treatment is included within the contract cost.
- (8) Accidental Damage In the event a repair of equipment is required due to accidental damage, misuse or neglect, the Contractor shall provide to the Authority an assessment of costs for the required repair services. Any repair shall be managed in accordance with the PDS tasking process, as per Condition 47.1. Where any accidental damage, misuse and neglect is proven to be caused by the Contractor personnel, the repair will be the responsibility of and managed by the Contractor.
- (9) Support to the Key Management System (KMS). The KMS is required to enable matching of DTM with DTM Tokens. The operational DTMs and DTM Tokens are not to be supported by the Contractor under this contract. The Contractor shall provide support only to the KMS used in support of the Chinook Platform including hardware, software and peripherals.<sup>11</sup>
- g. Spares. Spares support shall be provided as follows:
- (1) The Contractor shall provide to the Authority a list of spares that will be required to underpin support to the GMSS equipment for the first 12 months of the contract, firm priced per part and costed in total.
- (2) The Contractor shall provide, on the six-month anniversary of the start of the contract in the first, second and third year of the contract, a proposed list of spares to be procured to continue support of GMSS during the subsequent year, each such proposal firm priced per part and costed in total. The spares that the Authority wishes to procure shall be procured on an ad-hoc basis in accordance with the PDS tasking process, as per paragraph 5 and Condition 47.1.
- h. Publications. The GMSS publications supplied shall be updated to reflect any impact to operating, troubleshooting or maintenance instructions necessitated by changes to GMSS software or hardware made by the Contractor during the life of this contract. The publications shall include, but not be limited to:
- (1) A Generic User Guide
- (2) A user guide to Map Compilation/Route Planning/Map Extractions/Cookie Cutters etc. (as delivered at GMSS Training)
- (3) RAF Trade Group TG 9 (Ops Staff) Specific Sections (User Guide)
- (4) RAF TG 4 (C4i Staff) Specific Sections (User Guide)
- (5) RAF Aircrew Specific Sections (User Guide)

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<sup>11</sup> KMS equipment procured by the RAF directly will not be covered by the Support Contract.

- (6) Key Management System (User Guide)
  - (7) Fault Finding Tables/Algorithms to support the Maintainer/C4i Trade Groups
  - (8) Quick Reference Cards for Operators and support staff, all GMSS users including CAE and LM.
- i. Contract/Support Management The Contractor shall provide ongoing effective management and performance reviews of the GMSS/GMPS<sup>12</sup> support solution through the attendance of meetings and provision of reports in accordance with Clauses 20.a & 20.b (Schedule 3 to CHC/628 - Contract Data Sheet). These shall include, but not be limited to:
- (1) Logging and trend analysis of reported problems
  - (2) Performance in problem resolution
  - (3) Obsolescence identification
  - (4) Configuration management
  - (5) Hours expended, tasks raised, tasks closed, help needed.
- j. Software Support Software hosted on the GMSS/GMPS comprises development software, non-development software and Government Furnished software in accordance with Def-Stan 00-055, 00-056, DO-178C and Design Assurance level D. The Contractor should demonstrate how they intend to comply with these standards to the Authority. It is recognised that any MoD generated capability upgrade to the GMSS functionality or to the GMSS operation arising from any upgrade to the aircraft shall be managed and funded as a modification.
- The Contractor shall provide the following Software Support Services ((1) – (8)) for GMSS and shall detail how it intends to do so in a Software Maintenance Plan which describes the most cost-effective means of maintaining the usability of GMSS as currently configured and in particular will, as a minimum, address:
- (1) Managing obsolescence and updates of non-development software, for example MS Office upgrades. Any MS Office upgrade to a later version shall be subject to separate contracting action; and anyway, shall produce data files in accordance with the GMSS Interface Control Document (ICD).
  - (2) Managing corrective and perfective action<sup>13</sup> that may be necessary on software which may be resolved in accordance with the PDS tasking process, as per paragraph 5 and Condition 47.1, for example Ground Mission Planning System (GMPS).
  - (3) The management of integrated Government Furnished software.
  - (4) Corrective Fixes and software patches to any software releases provided by the Contractor.
  - (5) Support to, and provision of, anti-virus updates weekly or when released by the AV

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<sup>12</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

<sup>13</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

provider on that GMSS equipment which the Contractor is responsible for maintaining.

- (6) The ability to convert mapping from formats that GMSS cannot accept (e.g. eCADRG) into a format that can be imported into GMSS. The Contractor shall provide a list of mapping formats that they are able to support conversion from which if required by the Authority shall be covered via the PDS the contract tasking mechanism for the duration of the contract.
  - (7) A facility included within the Support contract to allow the Authority to request additional tasks via the PDS tasking to allow for additional software changes, update and upgrades or additional procurement of hardware / spares.
  - k. Security All future software and hardware uplifts will impact the security accreditation of GMSS; when so requested, the Contractor shall provide to the Authority the security artefacts, in an appropriate timescale, to enable the Authority to uplift of the Chinook platform Risk Management and Accreditation Document Set (RMADS), this being managed, if necessary, in accordance with the PDS tasking process, as per paragraph 5 and Condition 47.1.
13. The Contractor's Proposal shall include delivery against the following optional Requirements, in accordance with Condition 46.1:
- a. Contract Option 1: Costed recommendation, with technical scope of work, to resolve the DTM/GMSS interface issue<sup>14</sup> related to e-SATA card obsolescence.
  - b. Contract Option 2: Training-Deliver training courses on request by MOD.
    - (1) Delivery of TG4 course for 12 personnel at 8 wks notice.
    - (2) Delivery of TG9 course for 12 personnel at 8 wks notice.

## SUMMARY

The GMSS requires continuing hardware and software support in order to remain operational. This document sets out the Requirements for the Contractor to provide GMSS Support Services for a period of four (4) years which maintains the System's operational capability through the maintenance, procurement of the System's software and hardware, and the provision of repair and other associated support services.

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<sup>14</sup> **This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.**

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This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.



## Schedule 10 – KEY PERFORMANCE INDICATORS

### Introduction

1. The purpose of this Schedule is to set out the Key Performance Indicators for support to the Ground Mission Support System (GMSS).

### Key Performance Indicators

2. The performance of the Contractor shall be assessed and monitored throughout the Term of the Contract by the use of Key Performance Indicators (KPIs). Each KPI should be read in conjunction with the Statement of Requirement to ensure that Contract performance fully meets the requirements.
3. The Contractor shall provide to the Authority's Project Manager (PM) & Commercial Officer a monthly report of performance against the KPIs in accordance with clause 48.13. The Authority's PM will review and confirm the Contractors performance against the KPIs.
4. Where the Authority has responsibility for GFA which directly contributes to a failure against a KPI, the Contractor will be given due alleviation of that KPI. However, the Contractor shall inform the Authority's PM as soon as they are aware of any impending GFA delays/issues which could cause the KPI failure.

### KPI Management System

5. The Contractor's performance will be measured against the agreed Contract KPIs above as set out in the Tables below. KPIs will be measured considering all aspects impacting on the KPI being monitored, ensuring only occurrences directly related to performance are considered.

KPI.	Requirement Description	Measurement Category	Detailed Requirement - Contractor	Reporting Period	Performance Measure	Performance Level
1.	Helpdesk Facility (Statement of Requirement 12.f)	Turnaround time of initial response to queries.	An initial response to queries shall be provided within two (2) hours. The response shall cover a summary of the reported problem, a forecast for solution, and notification of any requirement for an 'on-site' visit. For issues reported outside of normal working hours, an initial response within two (2) hours of the start of the next Business Day shall be provided.	Monthly	Number of helpdesk queries responded to within two (2) hours.	90%

**KPI 1 Helpdesk Facility (measured monthly) is calculated as follows:**

1. The Contractor shall provide response to Helpdesk issues in accordance with the following.

Responses completed to agreed timeframe (%)
90%

2. The first KPIs assessment shall be provided by the Contractor on the completion of the first month post Contract award and monthly thereafter.
3. The Contractor shall deliver each Helpdesk query response to the Authority within a timeframe that meets or improves upon agreed completion timeframe.
4. Helpdesk Facility measurement shall assess the completion of all Technical Queries that are recorded in the current period. The following calculation shall be used for KPI 1:

$$\begin{array}{l} \text{HELPPDESK QUERIES} \\ \text{COMPLETED \% =} \end{array} \frac{\text{Number of helpdesk queries responded to within} \\ \text{two (2) hours}}{\text{Total number of helpdesk queries responded to in} \\ \text{the applicable month}} \times 100$$

KPI.	Requirement Description	Measurement Category	Detailed Requirement - Contractor	Reporting Period	Performance Measure	Performance Level
2.	MOB On-Site Support. Where issues cannot be resolved using the Helpdesk facility, on-site support shall be provided at the MOBs for both hardware and software problems.	Turnaround time of on-site assistance provided.	On-site assistance shall be provided within one (1) Business Day of the problem being reported via the Helpdesk facility.	Monthly	Number of issues which require on-site assistance provided within one (1) Business Day.	90%

**KPI 2 – MOB On-Site Support (measured monthly) is calculated as follows:**

1. The Contractor shall provide response to helpdesk issues requiring MOB on-site support in accordance with the following.

Responses completed to agreed timeframe (%)
90%

2. The first KPIs assessment shall be provided by the Contractor on the completion of the first month post Contract award and monthly thereafter.
3. The Contractor shall provide MOB on-site support to the Authority within a timeframe that meets or improves upon agreed completion timeframe.
4. KP2 measurement shall assess the time the Contractors takes to provide MOB on-site support following a query raised via the helpdesk. The following calculation shall be used for KPI 2:

$$\begin{array}{l} \text{MOB ON-SITE SUPPORT} \\ \text{PROVIDED WITHIN AGREED} \\ \text{TIMESCALES (\%)} = \end{array} \frac{\text{Number of issues which require on-site} \\ \text{assistance provided within one (1) Business Day}}{\text{Total number of queries completed in month}} \times 100$$

KPI.	Requirement Description	Measurement Category	Detailed Requirement - Contractor	Reporting Period	Performance Measure	Performance Level
3.	Hardware Repair and Replacement (Statement of Requirement 12.F.7)	Hardware faults shall be resolved by either repair or replacement of items; Contractor to recommend to Authority the preferred treatment.	Serviceable equipment is to be returned within thirty five (35) Working Days.	Monthly	Number of days to return serviceable equipment.	90%

**KPI 3 – Hardware Repair and Replacement (Measured Monthly):**

1. The measure is the number of hardware faults resolved by either repair or replacement items within the month to agreed Contractual timescales. For this KPI the relevant timescale for repair and replacement is within thirty five (35) Working Days.

$$\text{SERVICEABLE EQUIPMENT RETURNED WITHIN THIRTY FIVE (35) WORKING DAYS} = \frac{\text{Total Number of Serviceable equipment returned within thirty five (35) working days}}{\text{Number of hardware faults requiring repair or replacement}} \times 100$$

2. The first KPIs assessment shall be provided by the Contractor on the completion of the 1st month post Contract award and monthly thereafter.
3. Performance level to be achieved over reporting period is 90%.
4. Delivery Forecasts: Should the Contractor not deliver the article within agreed Contractual delivery timescales this will be treated as a failure. The Contractor then shall provide the Authority Project Manager with a new delivery forecast for the failure item together with supporting evidence for the delay.

## Schedule 11 – Assumptions, Exclusions and Dependencies

Assumptions:

No.	Requirement	Assumption
1	Publication & Documentation	Existing support documentation suite to be updated only (SDD, CMP & Service Management Plan).
2	Connection of Support Reference Rig to SLI	It is assumed that The Authority (CHDT) will gain agreement from APSDT for Thales to connect the Templecombe Reference Support rig to the SLI.
3	Option 2 – Training	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.
4	Option 2 - Training	Training courses required by the Authority will be contracted through the PDS tasking process.
5	GFE	It is assumed that the GFE supplied for the Templecombe Support Rig under the current Support Contract (CHC/575) will be retained to support the proposed 4 year support contract.
6	Security (e.g. JSP604) Compliance	It is assumed that any additional hardware or software required to meet Security compliance requirements will be provided as GFE.
7	Key Management Training System	It is assumed that the Chinook Security Operations directive will be amended to state that operational keys must not be used in any of the training facilities.
8	Helpdesk	In the case of Helpdesk support required for deployed operations outside the UK, all requests and responses are routed



		through MOB squadron operations.
9	Sourcing mapping and planning data	Thales will be able to maintain an account with DGC/No1 ADU for the purposes of sourcing data for the length of the Support Contract.
10	EasyWeigh Licence	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.
11	Point of No Return (PoNR)	This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

#### Dependencies:

No.	Description	Required Date	Requirement
1	CHDT to maintain GMSS Security Accreditation	Duration of Support Contract	Security Accreditation
2	Access to RAF Odiham and RAF Benson including Mk6STS facility and CAE MSHAFT for Thales and Thales Supplier Engineers	Duration of Support Contract	MOB Support
3	Chinook Platform RMADS, MK6STS and MSHAFT RMADS	Annually	For Review
4	MOD to maintain the licence Agreement with EuroAvionics for continued use of EasyWeigh	By contract award for duration of contract	Commercial dependency for use of EasyWeigh
5	RAF Odiham will supply the KMS laptop and key material for use in the Odiham Training Facility	Until FR8 roll out	Thales does not have access to this equipment
6	CH DT will need to negotiate a network sharing agreement with APS DT for use of the SLI Connection to Templecombe	If required	Remote Monitoring and Diagnostics of the Operational System
7	CH DT will obtain purchase approval for	As required	Encrypted Drives included in

	the purchase of encrypted disk drives for use in updated hardware		updated desktops and deployment packs
8	The Support Solution as detailed within this proposal is dependent on the necessary GECO software licences being procured by the Authority post termination/expiry of the GECO software licences	Post FR8 roll out	System will not operate as specified once the licence expires
9	Any GFX data, software or hardware, provided to Thales shall be liable to be shared to Inzpire Ltd. in order to facilitate support as needed	Post FR8 roll out	To facilitate support as needed

#### Exclusions:

No.	Requirement	Exclusion
1	Technical Support	Items identified prior to contract as needing replacement due to 'end of life' will not be replaced if subsequent repair required during contract period.
2	Technical Support	Repair/replacement of items suffering accidental damage.
3	Technical Support	KPIs will not apply to repair of items classified as accidental damage.
4	Technical Support	Provisioning of key material for the KMS laptops (as excluded in previous contract).
5	Technical Support	Support to MSHATF equipment excludes installation and support for Easyweigh.
6	Technical Support	Support for customer provided KMS Laptops is excluded.
7	Technical Support	Replacement of Items identified as End-of-life prior

		to Contract Award is excluded from this proposal.
8	Publication & Documentation	Any Security Engineering other than review of RMADS and support to JSP604.
9	DSAT Training	Update to courseware to meet DSAT requirements.
10	MSHATF system update	Update to MSHAFT is excluded. Due to complexity of virtual environment negating ability to assess impact.
11	Equipment Disposal	The disposal of GMSS Equipment removed from service remains a CH DT responsibility and is excluded from this proposal.
12	Option 1 – DTM/eSATA	This proposal excludes any costs to implement any recommendations resulting from this investigation. These will need specified as a PDS Tasking.
13	Option 1 – DTM/eSATA	Should the investigation recommendations impact non-GMSS equipment, such impact shall be deemed to sit outside of the scope of the GMSS Contract.
14	Spares	Spares for Years 2, 3 and 4 of the Contract.
15	Hardware	Requirements for Defcon 117 (Edn 11/17) (Documentation to support NATO Codification) are excluded and would be done as a PDS Task.
16	<b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>	<b>This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.</b>

## **Schedule 12 – Government Furnished Assets (GFA) Register**

Government Furnished Assets (GFA) record can be found at Annex B.

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Schedule 13 – This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

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

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3. Packaging Design Authority Organisation & point of contact:

POC - Project Manager

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

☎☎ POC - Project Manager

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

Branch/Name: POC - Project Manager

☎☎ Chinook Delivery Team

(b) U.I.N. N/A

5. Drawings/Specifications are available from POC - Project Manager

6. Intentionally Blank

7. Quality Assurance Representative: This text/paragraph/page has been redacted under exemptions set out by the Freedom of Information Act 2000.

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].

##### 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: POC - Project Manager

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

JSCS Fax No. 01869 256837

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

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

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

## Deliverables

### Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

### Negotiation Deliverables

All Negotiation Deliverables

### Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years		Supplier Organization
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract		Supplier Organization
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract		Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"		Supplier Organization
Obligation Condition 24.d - Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)		Supplier Organization
Contract Planning and Administration - Completion of Contract Statistics	To update and complete Contract Statistics Form paying particular attention to SIC code, Location of Work and Subcontractors		Supplier Organization



(reminder)	information (discussing with Contractor as necessary to complete)		
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Supplier Organization
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000		Supplier Organization
Obligation DEFCON 653 ( Edn 12/14) Clause - 2 - Submission of costs.	Submission of costs.		Supplier Organization
Obligation DEFCON 653 ( Edn 12/14) Clause - 3 - Maintain details of costs.	Maintain details of costs.		Supplier Organization
Obligation DEFCON 653 ( Edn 12/14) Clause - 4 - Submission of Defform 812 (Contract Costs statement).	Submission of Defform 812 (Contract Costs statement).		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Reporting Plan (CRP)	Must be provided by the contractor within one month of the initial reporting date.		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Notification Report (CNR)	Must be provided by the contractor within one month of the initial reporting date.		Supplier Organization
Obligation SSCR Reporting to SSRO - - Quarterly Contract Report (QCR)	>£50M must be provided by the contractor within one month of the end of each calendar quarter, and every calendar quarter thereafter throughout the life of the QDC. No report is required for the calendar quarter in which the initial reporting date falls or the final quarter where contract completion takes place.		Supplier Organization
Obligation SSCR Reporting to SSRO - - Interim Contract	"<50M must be provided by the contractor within 2 months after each reporting date.		Supplier Organization

Report (ICR) <£50M	You can agree with your contractor a date for an ICR no more than three years <sup>5</sup> from the time of contract placement, with subsequent reports before the expected contract completion date but no more than at the end of each three year period following the date of the first report. If you don't agree a date your contractor must provide an ICR on the date three years after the last day of the calendar quarter during which the initial reporting date fell, with subsequent reports on the date at the end of each three year period following the date of the first report."		
Obligation SSCR Reporting to SSRO - - Interim Contract Report (ICR) >£50M	">£50M if pre-agreed an initial report must be provided by the contractor on a date no more than 3 years from entering into a QDC, and at no more than 3 year intervals after that. If no date agreed the date will be 12 months after the last day of the calendar quarter during which the initial reporting date fell, and at 12 month intervals."		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Pricing Statement (CPS)	it is MOD policy to agree a CPS before agreeing a contract price. Only in exceptional circumstances should you allow your contractor to provide a CPS within a month of the initial reporting date		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Completion Report (CCR)	The contractor must complete a CCR within six months of the contract completion date <sup>1</sup> . It provides a post contract view of the baseline information provided at the start of the contract in the Contract Notification Report (CNR)		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Costs Statement (CCS)	The contractor must submit a CCS within 12 months of the contract completion date. The CCS contains a detailed analysis of delivering the QDC and is required in slower time than the CCR.		Supplier Organization
Obligation DEFCON 697 ( Edn 07/13) Clause - 6f - Confirmation that employees have appropriate security clearance.	Confirmation that employees have appropriate security clearance.		Supplier Organization
Obligation DEFCON 697 ( Edn 07/13) Clause - 6h - Confirm that appropriate risk assessments have been undertaken.	Confirmation that appropriate risk assessments have been undertaken.		Supplier Organization
Mandatory Standstill	The 10 day mandatory Standstill		Supplier

Period Ending	Period is closing		Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
Obligation DEFCON 21 ( Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 91 ( Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation DEFCON 127 ( Edn 12/14) Clause - 3a - Supply of Estimates of Costs	Supply estimates of the costs of production or performance of the Contractor Deliverables.		Supplier Organization
Obligation DEFCON 130 ( Edn 02/16) Clause - 10 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization

## Buyer Contractual Deliverables

### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 26.a - Certificate of Conformity	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government		Buyer Organization
Obligation Condition 33.l - Notification of restrictions in use due to non-UK licence	If all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable		Buyer Organization

Obligation Condition 36.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a – Termination	Written notice of Termination of part or whole of contract		Buyer Organization
Obligation DEFCON 697 ( Edn 07/13) Clause - 17 - Provision of operational specific medical warning notices.	Provision of operational specific medical warning notices.		Buyer Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Buyer Organization
Obligation Condition 36.c – Payment	Payment of sums due		Supplier Organization

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