

THE SECRETARY OF STATE FOR DEFENCE

and

UK DOCKS MARINE SERVICES LIMITED

relating to

701576553

**(River Class Batch 2 Offshore Patrol Vessels (OPV)
Support)**

This Contract has been duly executed by the Parties on the latter date which appears in the signatory block below:

	The Authority	The Contractor
Signed by (Name in Block Capitals):		
Position:		
Authorised Signature:		
Date:		

Record of Document Revision

Revision No.	Revision Date	Brief Revision Description	Change Control
V1	05/05/2023	Initial Issue	

**River Class Batch 2 Offshore Patrol Vessels (OPV) Support
Terms and Conditions of Contract**

N.B. All Redactions are marked as XXXXXXXXXXXXXXXXXXXX

SECTION 1 – STANDARD CONDITIONS OF CONTRACT

THIS CONTRACT is made on this 5th May 2023.

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM AND NORTHERN IRELAND** (“**The Authority**”); and
- (2) (TBC) (“**The Contractor**”), each a “**Party**” and together, the “**Parties**”.

WHEREAS: by

- (A) The Authority issued an Invitation to Negotiate (ITN) on 8th April 2022 for the provision of In-Service Support and Ad Hoc Services for River Class Batch 2 Offshore Patrol Vessels.
- (B) Following a competitive procurement process, the Contractor was selected as the successful bidder (tender reference 701576553), on 14th December 2022.
- (C) The Authority offer was made on 5th May 2023 and the Parties have now agreed to enter into a contract for the provision of the Services on the terms set out in the Contract.

IT IS AGREED AS FOLLOWS:

1. Contract Terms and Conditions

For the avoidance of doubt, in the following Defence Conditions (DEFCONS) references to “Article” or “Articles” shall be read as meaning the “Service” or “Services”, and vice versa, having equal meaning in the Contract and associated Schedules.

The Following DEFCONS, Defence Standards, Allied Quality Assurance Publications, and Quality Assurance Standards shall apply and must be read in conjunction with the relevant Special Conditions.

1.1. The following Defence Conditions of Contract (“**DEFCONS**”) shall apply:

DEFCONS

DEFCON 005J (Edn. 11/16) - Unique Identifiers

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

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

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

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

DEFCON 068 (Edn. 10/22) - Hazardous Articles, Deliverables, Materials or Substances
Statement by the Contractor

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

DEFCON 082 (Edn. 06/21) - Special Procedure For Initial Spares
DEFCON 090 (Edn. 06/21) - Copyright
DEFCON 091 (Edn. 06/21) - Intellectual Property Rights in Software
DEFCON 113 (Edn. 02/17) - Diversion Orders
DEFCON 117 (Edn. 07/21) - Supply Of Information For NATO Codification And Defence
Inventory Introduction
DEFCON 126 (Edn. 06/21) - International Collaboration Clause
DEFCON 129 (Edn. 02/22) - Packaging (For Articles other than Munitions)
DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form
DEFCON 501 (Edn. 10/21) - Definitions And Interpretations
DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract
DEFCON 507 (Edn. 07/21) - Delivery
DEFCON 513 (Edn. 04/22) - Value Added Tax
DEFCON 514 (Edn. 08/15) - Material Breach
DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency
DEFCON 516 (Edn. 04/12) - Equality
DEFCON 518 (Edn. 02/17) - Transfer
DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due
DEFCON 524 (Edn. 12/21) - Rejection
DEFCON 524A (Edn. 02/20) – Counterfeit Materiel
DEFCON 525 (Edn. 10/98) - Acceptance
DEFCON 526 (Edn. 08/02) - Notices
DEFCON 527 (Edn. 09/97) - Waiver
DEFCON 528 (Edn. 07/21) - Import and Export Licences
DEFCON 529 (Edn. 09/97) - Law (English)
DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)
DEFCON 531 (Edn. 10/21) - Disclosure of Information
DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being
processed on behalf of the Authority)
DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment
DEFCON 537 (Edn. 12/21) - Rights of Third Parties
DEFCON 538 (Edn. 06/02) - Severability
DEFCON 539 (Edn. 01/22) - Transparency
DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law
DEFCON 566 (Edn. 10/20) - Change of Control of Contractor
DEFCON 595 (Edn. 03/19) - Automatic Test Equipment Data Requirements

DEFCON 601 (Edn. 04/14) - Redundant Material
 DEFCON 602A (Edn. 12/17) - Quality Assurance (With Deliverable Quality Plan)
 DEFCON 604 (Edn. 06/14) - Progress Reports
 DEFCON 605 (Edn. 06/14) - Financial Reports
 DEFCON 606 (Edn. 07/21) - Change and Configuration Control Procedure
 DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor
 DEFCON 609 (Edn. 07/21) - Contractor's Records
 DEFCON 611 (Edn. 02/16) - Issued Property
 DEFCON 612 (Edn. 06/21) - Loss of or Damage to the Articles
 DEFCON 621B (Edn. 10/14) - Transport (if the Contractor is responsible for transport).
 DEFCON 624 (Edn. 11/13) - Use of Asbestos
 DEFCON 625 (Edn. 06/21) - Co-operation on Expiry of Contract
 DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity
 DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions
 DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability
 DEFCON 642 (Edn. 07/21) - Progress Meetings
 DEFCON 644 (Edn. 07/18) - Marking of Articles
 DEFCON 647 (Edn. 05/21) - Financial Management Information
 DEFCON 649 (Edn. 12/21) - Vesting
 DEFCON 656B (Edn. 08/16) - Termination for Convenience (Contracts £5M and over)
 DEFCON 658 (Edn. 09/21) – Cyber
 Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.
 DEFCON 659A (Edn. 09/21) - Security Measures
 DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements
 DEFCON 661 (Edn. 06/21) - War Risk Indemnity
 DEFCON 670 (Edn. 02/17) - Tax Compliance
 DEFCON 671 (Edn. 10/22) – Plastic Packaging Tax
 DEFCON 675 (Edn. 03/21) - Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)
 DEFCON 678 (Edn. 09/19) - SME Spend Data Collection
 DEFCON 687A (Edn. 06/21) - Provision of a Shared Data Environment Service
 DEFCON 687B (Edn. 06/21) - Shared Data Environment System Transfer Arrangements
 DEFCON 691 (Edn. 03/15) - Timber and Wood – Derived Products
 DEFCON 694 (Edn. 07/21) - Accounting For Property of the Authority
 DEFCON 697 (Edn. 06/21) - Contractors on Deployed Operations
 DEFCON 703 (Edn. 06/21) - Intellectual Property Rights - Vesting in the Authority

To Note. DEFCON 703 is only applicable to Safety Cases under this contract.

1.2. The following Defence Standards shall apply to this Contract:

Ref	Part	Issue	Date	Title
DEF STAN 00-003	All	Issue 6	28/02/2017	Design Guidance for the Transportability of Equipment
DEF STAN 00-040	1	Issue 8	28/10/2017	Reliability and Maintainability - Management Responsibilities and Requirements for Programmes and Plans
DEF STAN 00-042	All	Issue 6	28/06/2021	Reliability and Maintainability Assurance Activity
DEF STAN 00-044	All	Issue 2 Amdt 1	01/02/2018	Reliability and Maintainability Data Collection and Classification
DEF STAN 00-045	All	Issue 5	14/05/2020	Using Reliability Centred Maintenance to Manage Engineering Failures
DEF STAN 00-051	All	Issue 1	14/04/2018	Environmental Management Requirements for Defence Systems
DEF STAN 00-055	1	Issue 5	28/07/2021	Requirements for Safety of Programmable Elements (PE in Defence Systems)
DEF STAN 00-056	All	Issue 7	28/02/2017	Safety Management Requirements for Defence Systems
DEF STAN 00-251	All	Issue 1	05/02/2016	Human Factors Integration for Defence Systems
DEF STAN 00-600	All	Issue 3	28/03/2021	Integrated Logistics Support requirements for MOD projects
DEF STAN 00-601	Part 2	Issue 1	14/06/2019	MOD Business Rules – Contracting for Technical Documentation - MARITIME S1000D Business Rules
DEF STAN 01-005	All	Issue 19	14/02/2020	Fuels, Lubricants and Associated Products
DEF STAN 02-041	All	Issue 5	14/05/2020	Requirement for Configuration Management of Surface Ships
DEF STAN 05-055	All	Issue 3	16/12/2020	Measurement and Calibration System Requirements for Ministry of Defence Test and Measurement Equipment
DEF STAN 05-057	All	Issue 7	28/07/2018	Configuration Management of Defence Materiel
DEF STAN 05-061	Part 1	Issue 7	06/05/2020	Concessions
DEF STAN 05-061	Part 4	Issue 3 Amdt 1	28/02/2011	Contractors Working Parties
DEF STAN 05-099	All	Issue 1	14/07/2017	Managing Government Furnished Equipment in Industry
DEF STAN 05-129	All	Issue 5	30/06/2013	Contractors on Deployed Operations (CONDO) Processes and Requirements
DEF STAN 05-132	All	Issue 2	28/10/2021	Marking of Service Materiel Items Using a Unique Item Identifier (UII)
DEF STAN 05-135	All	Issue 2	14/07/2019	Avoidance of Counterfeit Material
DEF STAN 66-031	Part 1, 2, 4, 6, 7, & 8	Issue 3	28/08/2021	Basic Requirements and Tests for Electronic and Electrical Test and Measurement Equipment

DEF STAN 81-041	All	Issue 10	14/02/2018	Packaging of Defence Materiel
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1.3. The following Allied Quality Assurance Publications (AQAPS) shall apply to this Contract:

Ref	Edition	Date	Title
AQAP 2110	D Ver 1	June 2016	NATO Requirements for Design, Dev and Prodn.
AQAP 2210	A Ver 2	Sept 2015	NATO Supplementary Software Quality Assurance Requirements.
AQAP 2105	C	Jan 2019	NATO Quality Assurance Requirements for Deliverable Quality Plans.

1.4. The following Other Quality Assurance Standards shall apply to this Contract:

Ref	Issue	Section/ Paragraph	Detail
Not Used			

1.5. The following STANAG (Standard NATO Agreements) Standards shall apply to this Contract:

Ref	Edition	Section/ Paragraph	Detail
STANAG 1414	3	All	Guidelines to ensure that contractors design and supply new equipment capable of using standardised fuels, lubricants and associated products
STANAG 2828	8	All	Military pallets, packages and containers
STANAG 2829	5	All	Materials handling equipment
STANAG 4062	6	All	Slings and tie-down facilities for lifting and tying down military equipment for movement by land and sea
STANAG 4280	4	All	NATO packaging and preservation
STANAG 4281	3	All	NATO standard marking for shipment and storage
STANAG 7213	1	All	Tactics, techniques and procedures for NATO air movement

SECTION 2 – CONTRACT SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Contract, unless the context requires otherwise, the definitions set out in DEFCON 501 (Definitions and Interpretations), and Schedule 13 (Acronyms and Definitions of Contract) shall also apply.
- 1.2. Unless the context requires otherwise:
 - 1.2.1. Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.
 - 1.2.2. Reference to Conditions and Schedules shall refer to the conditions and schedules to this Contract unless stated otherwise.
 - 1.2.3. The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise, government, state or agency of a state or joint venture and includes their successors and permitted assignees or transferees.

2. ORDER OF PRECEDENCE

- 2.1. If there is any inconsistency between the provisions of the main body of this Contract and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following order of priority:
 - 2.1.1. Section 1 Contract Terms and Conditions.
 - 2.1.2. Section 2 Special Conditions of Contract (Clauses 1 – 38);
 - 2.1.3. Schedule 1 (Schedule of Requirements);
 - 2.1.4. Schedule 1, Annex B (Statement of Technical Requirements);
 - 2.1.5. The remaining Schedules; and
 - 2.1.6. Schedule 1, Annex Q (Due diligence clarification questions); and
 - 2.1.7. Any other documents expressly referred to in the Contract.
- 2.2. If either Party becomes aware of any inconsistency within or between the documents referred to in Clause 2 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 2. 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 Clause 24 (Dispute Resolution) and DEFCON 530.

3. SCOPE OF THE CONTRACT

- 3.1. The Contractor shall carry out all Articles and Services under the Contract in accordance with the Terms and Conditions and associated Schedules of this Contract.
- 3.2. The Contractor, in addition to its obligations set out elsewhere under this Contract, shall carry out the Services, and/or shall procure that the Services are carried out and/or performed in accordance with:
 - 3.2.1. Legislation;
 - 3.2.2. all applicable Authority Policies;
 - 3.2.3. all Necessary Consents;
 - 3.2.4. Good Industry Practice.

4. DURATION

- 4.1. The Contract shall commence on 1st July 2023 (the “**Commencement Date**”).
- 4.2. The Contract shall expire automatically on the 31st of March 2031 (“the **Expiry Date**”) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

5. ENTIRE AGREEMENT

- 5.1. 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.
- 5.2. The Parties agree that they shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 5.3. Nothing in this Clause 5 (Entire Agreement) shall exclude any liability in respect of misrepresentations made fraudulently

6. AUTHORITY REPRESENTATIVES

- 6.1. Any reference to the Authority in respect of:
 - 6.1.1. the giving of consent;
 - 6.1.2. the delivering of any Notices; or
 - 6.1.3. the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,
- shall be deemed to include references to the Authority's Representatives in accordance with this Clause 6.

- 6.2. The Authority's Representatives detailed in DEFFORM 111 (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.
- 6.3. 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 DEFFORM 111 in accordance with Clause 16 (Formal Amendments to Contract and Contract Change Process) and DEFCON 503 (Formal Amendments to Contract).

7. DATA PROTECTION ACT

- 7.1. In accordance with DEFCON 532B, the Contractor shall act in full compliance with its obligations under the Data Protection Act 2018 and in accordance with the UK GDPR.

8. QUALITY ASSURANCE

- 8.1. In accordance with DEFCON 602A (Quality Assurance with Deliverable Quality Plan) the Contractor shall ensure that the Contract is carried out in accordance with the Contractor's Quality Plan and shall include, but not be limited to, the Quality Assurance and Defence Standards detailed at Section 1 of this contract.
- 8.2. Any reference to the Government Quality Assurance Representative (GQAR) in the Contract or associated documents shall be deemed to mean the Authority's Quality Assurance Representative as detailed within DEFFORM 111 or his authorised representative.
- 8.3. Quality Assurance records shall be retained by the Contractor for a minimum of four (4) years from completion of all work under the Contract unless otherwise agreed by the Authority. Electronic records are acceptable methods of retention provided access to the data is maintained for the whole of the required period.

9. SUB-CONTRACTS

- 9.1. The Contractor shall flow down the Terms and Conditions of this Contract as far as possible to Subcontractors such that the rights which accrue to the Authority under the Conditions of the Contract shall, in as far as possible, extend to any Sub-Contractors used in connection with the Contract. If a Sub-Contractor is not prepared to comply with any of the Terms and Conditions which are a direct flow-down from this Contract, the Contractor shall report the matter to the Authority's Commercial Representative. The Authority shall respond to any such report within ten (10) Business Days.
- 9.2. The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the DEFFORM (177) set out in Schedule 9 to the Contract. Wherever

possible the request for approval should be accompanied by two copies of the agreement signed by the Subcontractor. If, in any case the Contractor is unable to comply with this condition, the Contractor shall report the matter to [the Authority] and await further instructions before placing the subcontract or order.

- 9.3. Notwithstanding the Authority's rights under this Clause 9, (Sub-Contracts) the Contractor shall be fully responsible for all acts, omissions, the administration and performance of all Sub-Contracts and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.
- 9.4. The Authority may require the Contractor to terminate a Sub-contract where:
 - 9.4.1. the acts or omission of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 25 (Termination);
 - 9.4.2. the relevant Sub-Contractor has embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise;
 - 9.4.3. the relevant Sub-Contractor has failed to comply in the performance of its Sub-Contract with legal obligations in the fields of environmental, social or labour law; and/or
 - 9.4.4. the Authority has grounds for exclusion of the Sub-Contractor in accordance with Clause 9.8.
- 9.5. If the Authority is able to obtain from any Sub-contractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any Articles or Services used by the Contractor in the supply of the Articles or Services, then the Authority may:
 - 9.5.1. require the Contractor to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
 - 9.5.2. enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item
- 9.6. If the Authority exercises either of its options pursuant to 9.5, then the Charges shall be reduced by an amount that is agreed in accordance with the process set out in Clause 16 (Formal Amendments to Contract and Contract Change Process).
- 9.7. The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:
 - 9.7.1. the Authority making the relevant item available to the Contractor where this is necessary for the Contractor to provide the Articles and/or Services; and

- 9.7.2. any reduction in the Charges taking into account any unavoidable costs payable by the Contractor in respect of the substituted item, including in respect of any licence fees or early termination charges.
- 9.8. Where the Authority considers there are grounds for the exclusion of a Sub-contractor under Regulation 23 of the DSPCR, then:
 - 9.8.1. if the Authority finds there are mandatory grounds for exclusion, the Contractor shall replace or shall not appoint the Sub-Contractor;
 - 9.8.2. if the Authority finds there are discretionary grounds for exclusion, the Authority may require the Contractor to replace or not to appoint the Sub-Contractor and the Contractor shall comply with such a requirement.

10. PUBLICITY AND COMMUNICATIONS WITH THE MEDIA

- 10.1. The Contractor shall not and shall ensure that any employee or Subcontractor shall:
 - 10.1.1. not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract,
 - 10.1.2. use the Authority's name or brand in any promotion or marketing or announcements of orders,
- unless the Authority's Commercial Representative has given its prior written consent.

11. CONTRACT MANAGEMENT, MEETINGS AND REPORTS

- 11.1. The Contractor shall nominate a person (the "**Contractor's Representative**"), who shall be fully responsible for managing the Contract on behalf of the Contractor. The Contractor's Representative shall be the Commercial Officer and shall be the single point of contact for the Authority for all aspects of the Contract.
- 11.2. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 1, Annex J (Governance and Contract Management) and shall ensure that Contractor's representatives are suitably qualified to attend such meetings.
- 11.3. In accordance with DEFCON 604, DEFCON 605, DEFCON 647 and any reporting specified elsewhere within the Contract, the Contractor shall submit all reporting in accordance with the Schedule 1, Annex B (SOTR (Statement of Technical Requirements)).
- 11.4. The submission by the Contractor and receipt by the Authority of reports on the progress of this Contract shall not prejudice any rights or obligations of the Authority or the Contractor under this Contract.

12. SUPPLY OF CONTRACTOR DELIVERABLES

- 12.1. The Contractor shall provide the Articles and/or the Services to the Authority, in accordance with the Contract and shall allocate sufficient resource to the

provision of the Articles and/or the Services to enable it to comply with this obligation.

12.2. The Contractor shall:

12.2.1. comply with any applicable quality assurance requirements specified in the Contract in providing the Articles and/or the Services; and

12.2.2. discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

12.3. The provisions of Clause 12.2 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

12.4. The Contractor shall:

12.4.1. observe, and ensure that the Contractor, Contractor's employees and Sub-Contractors observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

12.4.2. notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to Articles and/or the Services; and

12.4.3. before the date on which the Articles and/or the Services are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Articles and/or the Services.

12.5. The Articles and/or the Services to be supplied by the Contractor are detailed but not limited to Schedule 1 Annex B (Statement of Technical Requirements) and Annex C (Contract Data Requirement List (CDRL)).

12.6. In the event that any new Articles and/or the Services are identified, the Parties shall agree the applicable IPR (INTELLECTUAL PROPERTY RIGHTS) Conditions in accordance with Clause 27 (Tasking), Schedule 5 (Tasking Process) and as part of the Formal Amendments to Contract and Contract Change Process defined at Clause 16.

13. ACCEPTANCE

13.1. For the purposes of DEFCON 525, acceptance of the Articles and Services delivered under the Contract shall occur in accordance with the provisions of DEFCON 524 (Rejection) and DEFCON 525 (Acceptance).

14. EXPORT CONTROLLED MATERIAL

14.1. It shall be the responsibility of the Contractor to obtain in a timely manner any import and export licences required to perform any of its obligations under the Contract.

- 14.2. All information relating to any export licences required to perform any of its obligations under the Contract shall be recorded as part of Schedule 2, Annex V DEFFORM 528 (Import and Export Controls) to this Contract.

15. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 15.1. In addition to the provisions detailed with Section 1 Contract Terms and Conditions the Contractor shall;
- 15.1.1. ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication (unless elsewhere licensed under DEFCON 15) called for under the Schedule 1 Annex B (SOTR) including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates except for the generation of spare parts for UK Government purposes.

Authorisation by the Crown for use of third-party Intellectual Property Rights

- 15.2. 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.

16. FORMAL AMENDMENTS TO CONTRACT AND CONTRACT CHANGE PROCESS

- 16.1. Where either of the Parties sees a need to change this Contract, they may at any time recommend such change in accordance with DEFCON 503 (Amendments to Contract).
- 16.2. The Contract may only be amended by the written agreement of the Parties in accordance with DEFCON 503 (Formal Amendments to Contract). Only the Commercial Officer detailed in Box 1 of the DEFFORM 111, or a Commercial Representative with appropriate delegation, is authorised to vary the Contract.
- 16.3. All contract change proposals should be submitted via the Change Request Form at Schedule 6.
- 16.4. Contract changes shall consist of either:
- 16.4.1. A Change Request (CR) signed by the representatives of the Parties; or
- 16.4.2. Unqualified acceptance by the Contractor of an Offer of Contract Amendment in the form of a signed DEFFORM 10B issued by the Authority.

- 16.5. Any purported amendment to this Contract which does not satisfy the terms of the Clauses 16.3 – 16.4 shall be of no effect.
- 16.6. Categories of change requiring a Change Request shall include but not be limited to:
- 16.6.1. an amendment to the Statement of Technical Requirement (Schedule 1 – Annex B) or the scope of a Work Package;
 - 16.6.2. an amendment to the Statement of Work (Schedule 2) or the scope of a Work Package;
 - 16.6.3. any other changes that the Parties deem necessary.

Change Request

- 16.7. Either Party may serve a Change Request by issuing a draft Change Request Form at Schedule 6 to the other Party. Each Change Request shall:
- 16.7.1. set out the reasons for proposing the Change Request;
 - 16.7.2. provide as much detail as reasonably practicable of the proposed Change (including an initial assessment of the likely contractual changes required including, if initiated by the Contractor, an indication of any impact the proposed Change will have on the Contract Price);
 - 16.7.3. the Contractor shall ensure that each Change Request Form is submitted with a full breakdown of costs in relation to any proposed changes and provide to the Authority at the time the Change Request Form is submitted to support the proposal review. The full cost breakdown shall identify as a minimum:
 - 16.7.3.1. Labour Hours, Grades;
 - 16.7.3.1. Labour rates,
 - 16.7.3.2. Materials;
 - 16.7.3.3. Sub-Contract costs;
 - 16.7.3.4. Any costs attributable to risk or contingencies;
 - 16.7.3.5. Assumptions and Exclusions;
 - 16.7.3.6. Any other costs.
- 16.8. The price for any Change(s) shall be based on the prices (or where no prices have been established, the relevant 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).
- 16.9. The Authority shall not be liable to the Contractor for any work undertaken or expense incurred in connection with the implementation of any Change(s), unless the Change Request has been accepted by Authority in accordance with Clause 16.11 and then subject only to the terms of the Change so accepted.

Responses to Change Requests

16.10. Within ten (10) Business Days (or such other period as may be agreed by the Authority and the Contractor) after receipt of a draft Change Request, the Recipient Party shall evaluate the Change Request and, as appropriate (and in writing):

16.10.1. Where the Authority is the Recipient Party, either:

16.10.1.1. request further information or request a meeting with the Contractor to discuss the contents of the Change Request (in which case, the Contractor shall, to the extent reasonable, promptly provide the requested information or the Authority and the Contractor shall promptly engage in the requested discussions);

16.10.1.2. request the Contractor to prepare a final version of the Change Request within twenty (20) Business Days (or such other period as may be agreed by the Authority and the Contractor) in relation to the draft Change Request being issued; or

16.10.1.3. notify the Contractor of the Authority's decision of the Change Request pursuant to the Clause 16.11; and

16.10.2. where the Contractor is the Recipient Party, either:

16.10.2.1. request further information or request a meeting with the Authority to discuss the contents of the Change Request (in which case, the Authority shall, to the extent reasonable, promptly provide the requested information or the Authority and the Contractor shall promptly engage in the requested discussions);

16.10.2.2. provide to the Authority a final version of the Change Request within twenty (20) Business Days (or such other period as may be agreed by the Authority and the Contractor) in relation to the draft Change Request being issued; or

16.10.2.3. notify the Authority in accordance with Clause 16.18.4 that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 16.18.1, 16.18.2 and/or 16.18.3 and the process set out in Clauses 16.18 and **Error! Reference source not found.** shall apply.

16.11. On receipt of a final version of the Change Request, the Authority will evaluate the proposal and all relevant information provided and shall notify the Contractor of his decision within ten (10) Business Days (or such other period as may be agreed by the Authority and the Contractor). Approval of a Contractor Change shall be at the sole and absolute discretion of the Authority.

16.12. If the Authority rejects the Change Request, the Parties shall work together to agree an appropriate way forward.

- 16.13. If the Change Request is negotiated, altered, or additional information required in support of the Change Request, the relevant Party shall produce a final copy of the Change Request incorporating these changes or updates.
- 16.14. If the Authority accepts the Change Request (with or without modification), the relevant change shall be implemented within such period as the Authority and Contractor agree and the Change comes into effect when the Parties sign the Change Request Form.
- 16.15. In due course an appropriate Contract Amendment in accordance with DEFCON 503 (Formal Amendments to Contract) shall be raised incorporating the Change Request within the Contract.
- 16.16. Following acceptance of Contract Change the Authority will update Schedule 7 (Record of Contract amendment) with amendment details.
- 16.17. If the Authority rejects the Change Request, it shall not be obliged to give its reasons for such rejection.
- 16.18. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such Change(s):
- 16.18.1. would, if implemented, require the Contractor to provide the Articles and/or the Services to the Authority, in a manner that infringes any applicable Legislation relevant to such delivery; and/or
 - 16.18.2. 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
 - 16.18.3. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;
- and:
- 16.18.4. 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 has issued a Change Request that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 16.18.1, 16.18.2 and/or 16.18.3 providing written evidence for the Contractor's reasoning on the matter; and
 - 16.18.5. further to such notification:
 - 16.18.5.1. 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 16.18.4) it is determined in accordance with DEFCON 530 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 16.18.1, 16.18.2 and/or 16.18.3; and

16.18.5.2. (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 16.18.1, 16.18.2 and/or 16.18.3) the Authority shall make sufficient adjustments to the relevant Change Request issued by the Authority (and issue a revised Change Request) to remove the aspects of the Change Request that gave rise to the Contractor's grounds for refusing to implement the relevant Change under Clauses 16.18.1, 16.18.2 and/or 16.18.3 within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

16.18.5.2.1. 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 16.18.1, 16.18.2 and/or 16.18.3 or

16.18.5.2.2. the date of such determination.

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

16.19.1. (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 16.18.1, 16.18.2 and/or 16.18.3 in accordance with Clause 16.18) 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 Contractor shall have received the Change Request issued by the Authority; or

16.19.2. where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 16.18.1, 16.18.2 and/or 16.18.3 in accordance with Clause 16.18 and:

16.19.2.1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under DEFCON 530 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 16.18.1, 16.18.2 and/or 16.18.3 and the Authority has made sufficient adjustments to the relevant Change Request issued by the Authority (and the Authority has issued a revised Change Request(s)) to remove the aspects of the Change Request that gave rise to the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 16.18.1, 16.18.2 and 16.18.3) 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 Change Request; or

16.19.2.2. (the Authority has disputed such conclusion and it has been determined in accordance with DEFCON 530 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of clauses 16.18.1, 16.18.2 and/or

16.18.3) 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 provide to the Authority a final version of the Change Request in accordance with Clause **Error! Reference source not found.** and the Parties shall proceed with the process set out in Clauses **Error! Reference source not found.** to **Error! Reference source not found.** For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Change Request in accordance with Clause **Error! Reference source not found.** where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 16.18, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 16.18.1, 16.18.2 and/or 16.18.3.

17. LIMITATIONS ON LIABILITY

Definitions

- 17.1. In this Clause 17 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and
- (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or

directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Schedule 1 Annex M (Performance Management and Key Performance Indicators);

“Term” means the period detailed within Clause 4 (Duration)

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

Unlimited liabilities

17.2. Neither Party limits its liability for:

17.2.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

17.2.2. fraud or fraudulent misrepresentation by it or its employees;

17.2.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

17.2.4. any liability to the extent it cannot be limited or excluded by law.

17.3. The financial caps on liability set out in Clauses 17.4 and 17.5 below shall not apply to the following:

17.3.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

17.3.1.1. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

17.3.1.2. the Contractor's indemnity in relation to TUPE (TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT) at Schedule 1, Annex N (TUPE);

17.3.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

17.3.2.1. the Authority's indemnity in relation to TUPE under Schedule 1, Annex N (TUPE);

17.3.3. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

- 17.4. Subject to Clauses 17.2 and 17.3 and to the maximum extent permitted by Law:
- 17.4.1. [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
- 17.4.1.1. in respect of DEFCON 76 [REDACTED] in aggregate;
- 17.4.1.2. in respect of DEFCON 514 [REDACTED] in aggregate;
- 17.4.1.3. in respect of DEFCON 532B [REDACTED] in aggregate;
- 17.4.1.4. in respect of DEFCON 611 [REDACTED] in aggregate; and
- 17.4.1.5. in respect of DEFCON 612 [REDACTED] in aggregate.
- 17.4.2. without limiting Clause 17.4.1 and subject always to Clauses 17.2, 17.3 and 17.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Schedule 1 Annex M (Performance Management and Key Performance Indicators), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] in aggregate;
- 17.4.3. on the exercise of any agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 17.4.1 and 17.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 17.4.1 and 17.4.2 of this Contract.
- 17.5. Subject to Clauses 17.2, 17.3 and 17.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- 17.6. Clause 17.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- 17.7. Subject to Clauses 17.2, 17.3 and 17.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- 17.7.1. indirect loss or damage;
- 17.7.2. special loss or damage;
- 17.7.3. consequential loss or damage;
- 17.7.4. loss of profits (whether direct or indirect);

17.7.5. loss of turnover (whether direct or indirect);

17.7.6. loss of business opportunities (whether direct or indirect); or

17.7.7. damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

17.8. The provisions of Clause 17.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

17.8.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

17.8.1.1. to any third party;

17.8.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

17.8.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

17.8.2. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

17.8.3. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

17.8.4. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, other data or software;

17.8.5. damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

17.8.6. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

17.8.7. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

17.8.8. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

17.8.9. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

17.9. If any limitation or provision contained or expressly referred to in this Clause 17 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 17.

Third party claims or losses

17.10. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

17.10.1. arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

17.10.2. is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

17.11. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

18. THE PRICE AND PRICING METHODOLOGY

18.1. All price(s) for the services described in the Schedule 1, Schedule of Requirements (SOR) shall be inclusive of all royalties, licences, and in accordance with DEFCON 513 (Value Added Tax). The price(s) also include the cost of packaging, transportation, import duties and compliance with all terms and conditions of the Contract.

- 18.2. The Contract Price for line Work Package 1, 2 and 3 within the SOR shall be Fixed Price subject to VOP (Variation Of Price) for Years 1-8 (1st July 2023 to 31st March 2031). less any reduction to be made under the Service Credit/Debit regime detailed at Schedule 1 Annex M (Performance Management and Key Performance Indicators) are not subject to variation in any respect save as provided in Clause 16 (Formal Amendments to Contract and Contract Change Process).

Variation of Price (VOP)

- 18.3. The prices stated in the Schedule 4 (Pricing and Delivery Milestone Payment Plan) are FIXED from Year 1 onwards. The prices from Year 1, inclusive, onwards do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = (P (O_i/O_0)) - P$$

Where:

V represents the variation of price

P represents the FIXED price as stated in the Schedule of Requirements

O represents the index HQTl

O₀ represents the average OUTPUT Price Index figure for the base period July 2021 to June 2022

O_i represents the average OUTPUT Price Index figure for the period across the 12 months prior to the period for which the variation is being applied.

- 18.4. The Index referred to in Clause 18.3 above shall be taken from the following Table: OUTPUT Price Index HQTl - Top Level SPPI, Sections H to U excl. Section K
- 18.5. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- 18.6. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- 18.7. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or

indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4 above) shall then be applied.

- 18.8. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- 18.9. Prices shall be adjusted taking into account the effect of the above formula 30 days following the application of the relevant indices or at a later date if so agreed between the Authority and the Contractor.
- 18.10. VOP claims under this Clause 18.3 shall be submitted to the Authority's Commercial Officer, certified to the effect that the "requirements of this Clause 18.4 have been met."

19. PAYMENT

- 19.1. Subject to Clause 19.4 and 19.5, from the Commencement Date, for the proper performance of the Contract, the Authority shall pay the Contractor the charges for:
 - 19.1.1. WP1 (Work Package 1), in accordance with Schedule 4 (Pricing and Delivery Milestone);
 - 19.1.2. WP2 (Work Package 2);
 - 19.1.3. WP3 (Work Package 3); and
 - 19.1.4. the incentive bonus (if applicable) in accordance with paragraph 7 of Schedule 1 Annex M (Performance Management and Key Performance Indicators),
less
 - 19.1.5. any reduction to be made under the Service Credit/Debit regime detailed at Schedule 1 Annex M (Performance Management and Key Performance Indicators),by no later than a period of 30 days from the date on which the Authority has determined that the invoice submitted by the Contractor is valid and undisputed in accordance with DEFCON 522 (Payment and Recovery of Sums Due)
- 19.2. The Authority shall make any payment under this Contract to the Contractor using the Contracting Purchasing and Finance (CP&F) tool in accordance with DEFCON 522 (Payment and Recovery of Sums Due).
- 19.3. The Contractor shall submit:
 - 19.3.1. Work Package (WP)1 invoices against the correct Purchase Order (PO) set out in Schedule 4 (Pricing and Delivery Milestone Payment Plan); and

- 19.3.2. invoices for Work Package 2 and 3 that will be made against the PO provided in the Task Authorisation Form for the relevant task.
- 19.4. Payments for WP1 (Work Package 1) shall be subject to acceptance of the Milestone deliverables.
- 19.5. Payments for WP2 and WP3 ad-hoc tasking shall be paid subject to acceptance of the Task in accordance with the process set out in Schedule 5 (Tasking Process):
- 19.5.1. if the Task that the payment is linked to is Accepted (in accordance with DEFCON 525), the Contractor shall be eligible to invoice the applicable value;
- 19.5.2. if the Task that the payment is linked to is Rejected (in accordance with DEFCON 524), the Contractor shall not be eligible for payment until the Task is either reworked, resubmitted, and accepted, or by following Clause 19.6; or
- 19.5.3. in the event that a Task is Rejected, and the Authority does not wish for the Task to be re-worked and resubmitted by the Contractor due to another version of the Task to be delivered which is more recent and will replace the version that was rejected, the Task shall not count as accepted (in accordance with Clause 19.5.1) until the next version of the Task has been accepted.
- 19.6. In the event that the Authority rejects an invoice, and the Contractor is unable to agree the reasons for rejection, the matter shall be treated following the process in Clause 24 (Dispute Resolution).

20. KEY PERFORMANCE INDICATORS (KPIs)

- 20.1. The Contractor's performance of the Contract shall be monitored and measured using the agreed KPI's detailed at Schedule 1 Annex M (Performance Management and Key Performance Indicators) of this Contract.

21. ISSUES OF GOVERNMENT ASSETS

- 21.1. The Authority shall make available to the Contractor free of charge, those items of Government Furnished Assets (GFA) in aid of the work to be carried out under this Contract which are listed in Schedule 1 Annex H (Government Furnished Assets Register). Unless otherwise stated in this Clause 21 (Issues of Government Assets), the terms of DEFCON 611 (Issued Property) shall govern the use, modification, maintenance, receipt and return of the GFA.
- 21.2. All GFA shall be held on the loan terms listed in Schedule 1 Annex H (Government Furnished Assets Register) and shall be used solely in aid of the work to be carried out under this Contract. All such items shall be held on Contract loan terms as defined in DEFCON 694 (Accounting for Property of the Authority) (unless otherwise indicated) and shall be used only in aid of the work to be carried out under this Contract. All such loan issues shall be recorded by the Contractor accordingly. In the event of any dispute between the Contractor and

the Authority on any definition of the GFA detailed or referenced within Schedule 1 Annex H (Government Furnished Assets Register), the Authority's decision shall be final.

- 21.3. The Contractor shall be responsible for the collection and return of any GFA listed in Schedule 1 Annex H (Government Furnished Assets Register) as stated in DEFCON 611 (Issued Property) and DEFSTAN 05-099 (Managing Government Furnished Assets in Industry).
- 21.4. The use of GFA shall not relieve the Contractor of any of responsibilities for the proper performance of the Contract.
- 21.5. The Authority is under no obligation to provide any GFA which is not included in Schedule 1 Annex H (Government Furnished Assets Register). In the event that the Contractor identifies additional GFA that they require to enable them to perform the Contract they may submit a written request to the Authority. Additional GFA may be supplied by the Authority on loan, providing that they are reasonable for the Authority to provide, are available during the requested period of use, and that the Contractor can demonstrate that the GFA is relevant to the Contract and cannot be reasonably procured/supplied from elsewhere by the Contractor.
- 21.6. Any additional GFA which is agreed by the Authority in accordance with the Contractor's request at Clause 21.5 will be added to the Contract by Contract amendment in accordance with Clause 16 (Formal Amendments to Contract and Contract Change Process) of this Contract. The Authority will notify the Contractor in writing should it not be able to meet the Contractor's request at Clause 21.5 for additional GFA. The Authority's rejection of any additional GFA shall not change any of the Contractor's obligations or liabilities under the Contract and shall not be mitigation for poor performance of the Contract, or a case for relief against performance of any Key Performance Indicator.
- 21.7. The Contractor shall be responsible for all maintenance of GFA issued under this Contract. The Contractor shall ensure that any maintenance is in compliance with the manufacturer's instructions. The cost of the maintenance shall be included in the Contract Price, and no additional charge is to be made to the Authority.
- 21.8. The Contractor shall not modify any GFA without the written approval of the Authority.
- 21.9. The disposal of any GFA remaining at the end of the Contract shall be, in accordance with DEFCON 601 (Redundant Material), agreed with the Authority's Commercial Representative, with the aim of reaching an agreed position within 3 months of the Expiry Date.
- 21.10. The Contractor's recipient of the GFA is the Contractor's Project Manager.

The Contractor applying for GFA during the Contract

- 21.11. If the Contractor requires the Authority to provide any GFA in addition to those listed in Schedule 1 Annex H (Government Furnished Assets), then unless:
 - 21.11.1. the Authority agrees to provide such additional GFA; and

- 21.11.2. the item of GFA can be sourced by the Authority and cannot be sourced by the Contractor or any member of its Group
- 21.12. the Authority shall have no obligation to supply any such GFA that is not listed in Schedule 1 Annex H (Government Furnished Assets) to this Contract. If Clauses 21.11.1 and 21.11.2 apply, the Authority's obligation to supply the GFA shall be subject to the Contractor issuing a Notice, not later than twelve (12) months prior to the date on which the relevant GFA is required, requesting the Authority to provide such GFA. If the Authority agrees to supply such additional GFA, then it shall be provided at the cost of the Contractor.

22. TRAVEL AND SUBSISTENCE (T&S)

- 22.1. Claims for Travel and Subsistence (T&S) will only be applicable for Work Package 2 and 3 taskings. The tasking processes are further detailed at Schedule 5 (Tasking Process). The Contractors T&S cost will be recovered as part of the total task cost.
- 22.2. Claims for any T&S required to complete any specific Work Package 2 and 3 tasking should be included within the Contractors quote submitted for that tasking. This shall be submitted and evaluated as detailed at Schedule 5 (Tasking Process).
- 22.3. Where claims for T&S are applicable, the Contractor can only claim for actual receipted expenditure and will fall within the overarching Work Package 2 and 3 limits of liability detailed within Schedule 1 (Schedule of Requirements). T&S spend shall be in accordance with the detailed subsistence limits below, unless the Authority agrees otherwise and that they must obtain and retain itemised receipts for all claims. The limits listed below are exclusive of VAT and shall remain unchanged throughout the duration of the Contract.

Travel and Subsistence UK and Overseas

Description	Maximum Value Claim (ex VAT)
Day Subsistence UK (Over 5 Hours)	
Day Subsistence UK (Over 10 Hours)	
Day Subsistence UK (Over 12 Hours)	
Day Subsistence UK (Evening meal - Overnight stay)	
Day Subsistence (Overseas-Less than 12 hours)	
Day Subsistence (Overseas Lunch and Dinner)	
Overnight Subsistence (UK) (£ per night)	
Overnight Subsistence (Overseas) (£ per night)	
Breakfast where not included in accommodation cost	
Car Hire (UK) - Rental (£ per day excluding fuel cost)	
Car Hire (Overseas) (£ per day excluding fuel cost)	
Car Hire Rental (UK/Overseas) - Fuel Cost	
Private Car – Fuel (£ per mile)	

- 22.4. The Contractor cannot claim for alcohol purchased whilst undertaking business travel, either as part of a meal or consumed in isolation.

- 22.5. The Contractor shall be responsible for ensuring that travel and subsistence costs are kept to a minimum and that overseers are employed efficiently to avoid unnecessary travel and subsistence costs.
- 22.6. Claims including vehicle insurance are inadmissible.
- 22.7. Economy class must be selected for all Air Travel and Standard class for all UK Rail Travel unless there are exceptional circumstances such as:
- 22.7.1 Disability/medical grounds;
- 22.7.2 Staff required to work throughout the flight;
- 22.7.3 Other exceptional circumstances approved by a Director of Resources.
- 22.8. Air miles and similar benefits earned through official travel should not be used for private purposes. Staff in receipt of air miles or other frequent flier scheme points can use them for official purposes to “offset the costs of further travel taken on behalf of the Authority.
- 22.9. Travel and Subsistence shall only apply to business journeys from the Contractor's premises or employees place of residence, whichever is the less distance.
- 22.10. Travel and subsistence claims shall not be paid in respect of work at, or visits to, places five (5) miles or less from the Contractor's normal place of work.
- 22.11. Should the Contractor wish to make T&S payments above the limits outlined in Travel and subsistence table above, and as per its own T&S policy, it may do so however the Contractor shall bear the cost of the difference as per the example below:
- 22.11.1. The Contractor wishes to book UK overnight accommodation that is a total of £100. The Contractor may invoice [REDACTED] ex-vat to the Authority, however the difference of [REDACTED] shall be paid by the Contractor.
- 22.11.2. The Contractor has spent a total of £35 on an evening meal (excluding alcohol). The Contractor may invoice [REDACTED] to the Authority, and the difference of [REDACTED] shall be borne by the Contractor.
- 22.11.3. The Contractor wishes to travel above economy class for Air Travel and/or above standard class for UK Rail Travel. The Contractor may invoice the total of the economy/standard class ticket, and the difference shall be borne by the Contractor, unless there are exceptional reasons for travel at this higher class.
- 22.12. In the event that the overseas payment is made in a foreign currency the Contractor shall submit the receipt by converting the value to sterling using the exchange rate applicable in the month the receipt was issued by reference to the HRMC exchange rate portal.

23. FORCE MAJEURE EVENTS

- 23.1. Neither Party shall breach this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if any such breach or delay result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
- 23.1.1. Acts of nature;
 - 23.1.2. War;
 - 23.1.3. Hostilities;
 - 23.1.4. National Strikes;
 - 23.1.5. Terrorism;
 - 23.1.6. Fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by negligence of the Contractor or relevant supplier.
- 23.2. The Party affected by the Force Majeure Event (the "Affected Party") shall give Notice to the Authority or the Contractor as appropriate (the "Other Party") in writing on the occurrence of a Force Majeure Event as soon as possible and in any event within two (2) Business Days of becoming aware of a Force Majeure Event. Such notice shall contain details of the Force Majeure Event, an estimate of the period of time required to overcome the Force Majeure Event, its effect on the obligations of the Affected Party under this Contract, and any action the Affected Party proposes to mitigate its effect. If required, within fourteen (14) Business Days from such written notification, the Parties shall meet to assess the likely impact on the Affected Party's performance of the Contract.
- 23.3. If the Contractor is the Affected Party, it shall not be entitled to request any extension of time under the Clause 23.4 to the extent that consequences of the relevant Force Majeure Event:
- 23.3.1. are capable of being mitigated, but the Contractor has failed to do so to the satisfaction of the Authority;
 - 23.3.2. should have been foreseen and prevented or avoided; or
 - 23.3.3. are the result of the Contractor's failure to comply with its Service Continuity Plan pursuant to Clause 36 (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the Service Continuity Plan).
- 23.4. Unless the Authority agrees otherwise in writing, the maximum extension of time granted to the Contractor for the performance of its obligations under the Contract shall be limited to six (6) months from the date of notice under Clause 23.2.

Cessation of Force Majeure Event

- 23.5. The Affected Party shall notify the Other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

- 23.6. If the Parties cannot agree that the circumstances giving rise to the Affected Party's claims under this Clause 23 (Force Majeure) were as a result of a Force Majeure Event, the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure (Clause 24 (Dispute Resolution)).

24. DISPUTE RESOLUTION

- 24.1. Before notifying a Dispute, the Parties, acting in good faith, shall make every effort to resolve any issues promptly in discussions at the lowest feasible working level.
- 24.2. Any timescales referred to in this Clause 24 may be increased or decreased in respect of any particular dispute by written agreement of the Parties.
- 24.3. The Parties shall continue to comply with, observe and perform all of their obligations under this Contract notwithstanding the referral of the dispute for resolution under the Dispute Resolution Procedure set out in this Clause 24.
- 24.4. To declare a Dispute, either Party shall send a Notice in writing (a **Dispute Notice**) to the other setting out full particulars of the nature and circumstances of the Dispute. The Dispute Notice shall include (but not limited to):
- 24.4.1. brief details of the issue(s) to be resolved;
 - 24.4.2. brief details of the relief, remedy, or recourse which the Referring Party seeks;
 - 24.4.3. copies of all documents which the Referring Party considers to be important and to have a direct bearing upon the Dispute; and
 - 24.4.4. any recommendation for the resolution of the Dispute which the Dispute Owner considers appropriate.
- 24.5. The Parties shall attempt to resolve in good faith any Dispute through negotiations at the working level in the first instance within ten (10) Business Days (or such other period as agreed by the Parties) of the date of the Dispute Notice.
- 24.6. In the event that the Dispute is not resolved by negotiation, in accordance with Clause 24.5, between the Parties within ten (10) Business Days (or such other period as agreed by the Parties) of the date of the Dispute Notice, the Parties shall hold a meeting with a view to resolving such dispute and shall ensure that representatives duly authorised and empowered to resolve such dispute attend this meeting (the "**First Referral**").
- 24.7. If the Parties do not resolve the Dispute within ten (10) Business Days (or such other period as agreed by the Parties) of a meeting held pursuant to Clause 24.6, the Parties shall hold a second meeting with a view to resolving such dispute and shall ensure that Senior Representatives duly authorised and empowered to resolve such dispute attend this meeting (the "**Second Referral**").
- 24.8. In the event that the Dispute is not resolved within ten (10) Business Days (or such other period as agreed by the Parties) of the date of the Second Referral, DEFCON 530 shall apply.

- 24.9. For the purposes of DEFCON 530 an Arbitrator is to be mutually agreed and appointed by the Parties.
- 24.10. Pending final decision of a Dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Authority.

25. TERMINATION

CONTRACTOR PERFORMANCE DEFAULT

Definition of Contractor Performance Default

- 25.1. Each and any of the following shall constitute a “**Contractor Performance Default**” as set out in Schedule 1 Annex M (Performance Management and Key Performance Indicators) and shall be used to determine any areas of Contractor Performance Default:
- 25.1.1. the average score for availability is 70% or below over 6 (six) months rolling period per Vessel; or
- 25.1.2. the average score for availability is 80% or below over 6 (six) months rolling period across all Vessels.

Notice of Contractor Performance Default

- 25.2. If a Contractor Performance Default has occurred, the Authority may serve a notice on the Contractor requiring the Contractor to correct the Contractor Performance Default. Such notice shall state:
- 25.2.1. that a Contractor Performance Default has occurred; and
- 25.2.2. the type and nature of Contractor Performance Default that has occurred, giving sufficient detail so that it is reasonably clear what the Contractor has to rectify.
- 25.3. If a Contractor Performance Default has occurred and is capable of being remedied within 20 (twenty) Business Days of the earlier of (i) the Authority giving notice to the Contractor and (ii) the Contractor becoming aware of the Contractor Performance Default, the Contractor shall remedy such Contractor Performance Default within that 20 (twenty) Business Day period.
- 25.4. If a Contractor Performance Default has occurred and is not capable of being remedied within 20 (twenty) Business Days pursuant to Clause 25.3 (but is capable of remedy within a longer time period), the Contractor shall, within 10 (ten) Business Days (or such other time period as may be agreed by the Authority) of the earlier of (i) the Authority giving notice to the Contractor and (ii) the Contractor becoming aware of the Contractor Performance Default, submit a Corrective Action Plan to the Authority in accordance with Clause 25.6.
- 25.5. If, within 30 (thirty) Business Days of such notice pursuant to Clause 25.2, a Contractor Performance Default has occurred and is not capable of being remedied (such decision to be solely at the Authority’s discretion), the Authority reserves the right to treat such an irremediable Contractor Performance Default as a Persistent Breach.

Corrective Action Plan

- 25.6. The Corrective Action Plan for Contractor Performance Default shall provide, but not limited to, details of:
 - 25.6.1. the actions required to remedy the Contractor Performance Default, including a root cause analysis;
 - 25.6.2. the actions required to ensure that reasonable steps are taken to prevent the occurrence of similar future events;
 - 25.6.3. a timetable for the rectification to be achieved or response to be implemented as soon as is reasonably practicable;
 - 25.6.4. a timetable for reporting by the Contractor to the Authority on the progress of implementation of the rectification plan; and
 - 25.6.5. where relevant, consideration of all regulatory and legislative requirements and guidelines, particularly in relation to safety and security and any information from suppliers of the Contractor.
- 25.7. The Contractor shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Contractor's root cause analysis.
- 25.8. The Authority shall, within 10 (ten) Business Days (or such other period as may be agreed by the Parties) after receipt of the Corrective Action Plan, acting reasonably, either:
 - 25.8.1. accept the Corrective Action Plan; or
 - 25.8.2. reject the corrective action plan by notice to the Contractor, providing its reasons for such rejection and, to the extent reasonably practicable, proposing such amendments to the corrective action plan as would render it acceptable to the Authority.
- 25.9. If the Authority rejects the corrective action plan pursuant to Clause 25.8.2, the Contractor shall within 10 (ten) Business Days of receipt of such rejection submit a revised corrective action plan to the Authority, addressing the Authority's reasons for rejection.
- 25.10. Following acceptance of the Corrective Action Plan by the Authority, the Contractor shall implement the Corrective Action Plan in accordance with its terms. Pending acceptance of the Corrective Action Plan the Contractor shall take all reasonable steps to mitigate any adverse consequences of the Contractor Performance Default.
- 25.11. If:
 - 25.11.1. the Contractor does not submit a Corrective Action Plan in accordance with Clauses 25.4 and 25.9;
 - 25.11.2. the Authority rejects the revised corrective action plan pursuant to Clause 25.9; or

25.11.3. the Contractor has not remedied the Contractor Performance Default within the remedy period agreed in any Corrective Action Plan,

then the Authority has the right to issue a Formal Warning Notice in accordance with Clause 25.12.

CONTRACTOR PERSISTENT BREACH

Formal Warning Notice

25.12. In the circumstances set out in Clause 25.11, the Authority may serve an intermediary notice (a "**Formal Warning Notice**") on the Contractor:

25.12.1. specifying that it is a Formal Warning Notice;

25.12.2. giving reasonable details of the Contractor Performance Default; and

25.12.3. stating that such Contractor Performance Default may constitute a Persistent Breach of the Contractor Performance Default remains unremedied for more than 30 (thirty) Business Days of receipt of the Formal Warning Notice.

25.13. Upon receipt of such intermediary notice the Contractor shall submit a final Corrective Action Plan to the Authority within 10 (ten) Business Days.

25.14. Following acceptance of the final Corrective Action Plan by the Authority, the Contractor shall implement the Corrective Action Plan in accordance with its terms. Pending acceptance of the Corrective Action Plan the Contractor shall take all reasonable steps to mitigate any adverse consequences of the Contractor Performance Default.

25.15. In case the Authority rejects such final Corrective Action Plan pursuant to Clause 25.13, Clause 25.16 shall apply.

Final Warning Notice

25.16. If,

25.16.1. the Contractor does not submit a Corrective Action Plan in accordance with Clauses 25.13;

25.16.2. the Authority rejects a final Corrective Action Plan submitted pursuant to Clause 25.13; or

25.16.3. the Contractor has not remedied the Contractor Performance Default within the remedy period agreed in any Corrective Action Plan agreed pursuant to Clause 25.14,

then the Authority has the right to issue a Final Warning Notice in accordance with Clause 25.17.

25.17. In the circumstances set out in Clause 25.16, the Authority may serve a final notice (a "**Final Warning Notice**") on the Contractor:

- 25.17.1. specifying that it is a Final Warning Notice;
- 25.17.2. stating that the Contractor Performance Default specified has been the subject of prior Formal Warning Notices; and
- 25.17.3. stating that if such Contractor Performance Default has not been remedied and continues for more than 30 (thirty) Business Days after the date of service of the Final Warning Notice, this shall constitute a **"Persistent Breach"** and give rise to the right to terminate in accordance with Clause 25.18.

TERMINATION RIGHTS

Persistent Breach

- 25.18. If 2 (two) Persistent Breach has occurred in 12 (twelve) months rolling period in accordance with Clause 25.17.3, this shall constitute a material breach for the purposes of DEFCON 514 (Edn 08/15) – Material Breach and the Authority shall have the right to terminate this Contract in whole or in part in accordance with the provisions of DEFCON 514.

Termination under DEFCONs

- 25.19. The Authority shall have the right to terminate this Contract in whole or in part in accordance with all DEFCONs incorporated into this Contract, including but not limited to:
 - 25.19.1 DEFCON 68 (Edn 09/21) - Supply of Data for Hazardous Articles, Materials and Substances;
 - 25.19.2 Under DEFCON 514 (Edn 08/15) - Material Breach;
 - 25.19.3 Under DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency;
 - 25.19.4 Under DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of Commission;
 - 25.19.5 DEFCON 566 (Edn 10/20) – Change of Control of Contractor;
 - 25.19.6 Under DEFCON 656B (Edn. 08/16) – Termination for Convenience (Contracts £5M and over);
 - 25.19.7 DFECON 658 (Edn. 09/21) – Cyber;
 - 25.19.8 DEFCON 659A (Edn. 09/21) – Security Measure;
 - 25.19.9 DEFCON 670 (Edn. 02/17) – Tax Compliance.

Termination for Prolonged Force Majeure Events

- 25.20 If a Force Majeure Event (as set out in Clause 23 (Force Majeure Events)) endures for a continues period of more than six (6) months the Authority shall:
 - 25.20.1 issue a Termination Notice to the Contractor providing for termination on the date specified in the Termination Notice (which shall not be less

than 30 (thirty) Calendar Days from the date of the issue of the Termination Notice). Such termination may be either:

25.20.1.1 Partial Termination of only those Services materially impacted by the Force Majeure Event; or

25.20.1.2 termination of this Contract as a whole; and/or

25.20.2 agree a further extension of time for the performance of the Affected Party's obligations under this Contract, in which case Clause 23.4 shall no longer apply.

25.21 The Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Clause 16 (Formal Amendments to Contract and Contract Change Process).

Consequences of Termination or Expiry

25.22 The Authority's decision to terminate one or more Vessel(s) shall not affect the Authority's rights or Contractor's obligations under the Contract in respect of the remaining Vessel(s).

25.23 Any termination shall be effected by the Authority serving a notice ("**Termination Notice**") on the Contractor.

25.24 Subject to the notice period required by DEFCON656B, where the Authority has served the Contractor with a Termination Notice, the Contract shall terminate on the day specified in the Termination Notice, which shall be a minimum of thirty (30) Calendar Days, or any other date stated by the Authority, after the date of issue of the Termination Notice.

25.25 Where the Contract is terminated the Authority shall be liable for work undertaken in respect of Work Package 1 up to [and including] the Termination Date. The exception to this, and for the avoidance of doubt, would be in the event the Contract is terminated when the Contractor's performance at the time is already subject to the provisions of Clause 20 (KPIs) and Schedule 1 Annex M (Performance Management and Key Performance Indicators), when Service Debits accrued shall be deducted before payment by the Authority.

25.26 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 are enforceable even after termination.

25.27 Where the Authority exercises its termination rights, the Contractor shall continue to perform the Contractor's obligations under this Contract, notwithstanding the giving of any Termination Notice until the Termination Date.

25.28 Following receipt of the notice to terminate the Contract, Clauses 26 (Survivability) shall apply.

25.29 The Contractor shall comply with the provisions of Clause 31 (Exit Provisions) and any current Exit Plan in relation to orderly transition of the Services to the Authority and/or Replacement Contractor.

- 25.30 The cost of termination incurred by the Parties shall lie where they fall if the Authority terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clauses 25.20 to 25.21 (Termination for Prolonged Force Majeure Events).

26. SURVIVABILITY

- 26.1. Notwithstanding those DEFCONs which specify survivability clauses; any provision of this Contract which by its nature or intent should survive a termination or expiration of this Contract, shall survive such termination or expiration, including but not limited to the following Clauses and Schedules:

26.1.1. Clause 2 (Order of Precedence)

26.1.2. Clause 4 (Entire Agreement)

26.1.3. Clause 7 (Data Protection Act)

26.1.4. Clause 8 (Quality Assurance)

26.1.5. Clause 14 (Export Controlled Material)

26.1.6. Clause 15 Intellectual Property Rights)

26.1.7. Clause 17 (Limitation of Liability)

26.1.8. Clause 18 (The Price and Pricing Methodology)

26.1.9. Clause 21 (Issues of Government Assets)

26.1.10. Clause 24 (Dispute Resolution)

26.1.11. Clause 26 (Survivability)

26.1.12. Schedule 2, Annex W (Contractor's Commercially Sensitive Information)

27. Tasking

- 27.1. The use of the Task Authorisation Form (TAF) shall be in support of Schedule of Requirements Work Package 2 and 3, covering Ad-Hoc Tasking and Relevant Events respectively (as detailed in Schedule 1, Annex B to Statement of Technical Requirement only).

27.2. TAFs shall be used as specified in Schedule 5 (Tasking Process).

27.3. TAF templates are contained within Annex A to Schedule 5 (Tasking Process)

27.4. When required, the TAF will act as a DEFFORM 315.

27.4.1. In accordance with Schedule 5 (Tasking Process), the Authority shall specify the requested Intellectual Property (IP) conditions that apply to the task within a TAF as set out in Annex A of Schedule 5 (Tasking Process).

Where DEFCON 015 or DEFCON 021 are specified together or separately through Annex A, then Annex A shall be taken as part of or to encompass and fulfil the role of a DEFFORM 315 for the specification of contract deliverables and the Contractor accepts that data shall be subject to the appropriate IPR conditions, namely DEFCON 015 and DEFCON 021, where applicable.

27.5. TAFs may only be authorised during the period specified within this Contract.

27.6. All authorised TAFs will be added to Schedule 5 Annex B of the Contract (Work Package 2 & 3 Tasking Record of Change).

28. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT (TUPE)

28.1. The provisions of Schedule 1 Annex N (TUPE) Transfer Regulations shall apply.

29. CONTRACTOR WARRANTIES AND REPRESENTATIONS

Contractor Warranties

29.1. The Contractor warrants and represents to the Authority that at the Contract Start Date:

29.1.1. it has the corporate capacity, power, and authority to enter into and to exercise its rights and perform its obligations under this Contract and any other Sub-contracts;

29.1.2. it is properly constituted and incorporated under the laws of England and Wales and has the corporate capacity, power, and authority to own its assets and to carry on its business as it is now being conducted;

29.1.3. all action necessary on the part of the Contractor to authorise the execution of and the performance of its obligations under this Contract has been taken or, in the case of any such document executed after the date of this Contract, shall be taken before such execution;

29.1.4. the obligations expressed to be assumed by the Contractor under this Contract are, or in the case of any such document executed after the date of this Contract shall be, legal, valid, binding, and enforceable to the extent permitted by English law;

29.1.5. the execution, delivery, and performance by it of this Contract does not contravene any provision of:

29.1.5.1. any existing Legislation binding on the Contractor, including Legislation which has been enacted but is not yet in force;

29.1.5.2. the memorandum and articles of association of the Contractor;

29.1.5.3. any order or decree of any court or arbitrator which is binding on the Contractor;

- 29.1.5.4. any obligation which is binding upon the Contractor or upon any of its assets or revenues;
- 29.1.5.5. no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Contractor (having made all due enquiry), pending or threatened against it or any of its assets which shall or might have a material adverse effect on the ability of the Contractor to perform its obligations under this Contract;
- 29.1.5.6. it is not the subject of any other obligation, compliance with which shall or is likely to have a material adverse effect on the ability of the Contractor to perform its obligations under this Contract;
- 29.1.5.7. no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, having made all due enquiry, threatened) for its winding-up 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 (or any equivalent procedure);
- 29.1.5.8. it shall not, and in entering this Contract it has not, committed any Prohibited Act; and
- 29.1.5.9. there is not and nor has there been any infringement or alleged infringement of any third party's IPR in connection with this Contract.

and the Authority relies upon such warranties and representations

Contractor Undertakings

- 29.2. The Contractor undertakes that for so long as this Contract remains in full force it shall:
 - 29.2.1. Provide immediate notice of any Dispute Proceedings to the Authority that are likely to affect the Contractor's ability to perform its obligations under the Contract or has the potential to cause reputational damage to the Authority, unless such notice is precluded by the rules of the court, arbitrator, administrator, adjudicator, mediator, or any other relevant authority with jurisdiction over the Dispute Proceedings:
 - 29.2.1.1. within 20 (twenty) Business Days of the Contractor becoming aware that Dispute Proceedings may be threatened or pending; and
 - 29.2.1.2. immediately after the commencement of Dispute Proceedings.
 - 29.2.2. it shall not undertake the performance of its obligations under this Contract otherwise than through itself or a Sub-Contractor or Authority manpower under Schedule 4 (Government Furnished Assets);

Status of Contractor Warranties and Undertakings

- 29.3. All warranties, representations, undertakings, indemnities, and other obligations made, given, or undertaken by the Contractor in this Contract are cumulative and none shall be given a limited construction by reference to any other.
- 29.4. In the event that, at any time during the term of this Contract, if any of the warranties and/or undertaking set out in this Clause 29 (Contractor Warranties and Representations) would not be true in relation to the Contractor if repeated continuously during the term of this Contract, the Contractor shall serve notice on the Authority in writing immediately providing details of the reason why such warranty would no longer be true.

30. ATTENDANCE ON BOARD THE VESSEL(S) AND AT GOVERNMENT ESTABLISHMENT

Contractor's Personnel at Government Establishments

- 30.1. Whenever it is necessary, in connection with this Contract, for the Contractor or any Contractor's employee or agent or sub-contractor(s) to be aboard the Vessel(s) or within the boundaries of any Government Establishment at any time, they shall:
- 30.1.1. when on board the Vessel(s), be subject to the ship's regulations as interpreted by the Officer in Charge; and Copies of the ship's regulations and other relevant rules and regulations shall, on request, be provided by the Officer in Charge; and
- 30.1.2. when within a Government Establishment, comply with the rules, regulations, and requirements in force for the time being at that establishment, including the Government's Baseline Personnel Security Standard and, where applicable, be cleared to the appropriate level of security, and their presence in these places shall be subject to the provisions of Clauses 30.2 to 30.4 (inclusive).
- 30.2. The Contractor shall, on request, submit in writing to the Officer in Charge for approval, initially and as necessary from time to time, a list of the Contractor's representatives who may need to enter a Government Establishment or go on board the Vessel(s) for the purpose of, or in connection with, work under this Contract, giving such particulars as the Officer in Charge may require, including full details of birthplace and parentage of any representative who was not born in the United Kingdom by birth or, if born within the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.
- 30.3. The Authority will issue passes for those representatives who are approved by it in accordance with Clause 30.2 for admission to the Government Establishment or to board the Vessel(s) and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.
- 30.4. Notwithstanding the provisions of Clauses 30.2 and 30.3, if, in the opinion of the Authority (whose decision on this matter shall be final and conclusive):

- 30.4.1. any employee or agent or sub-contractor(s) of the Contractor shall misconduct himself; or
- 30.4.2. it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove or cause to be removed such person forthwith on being required to do so and shall cause the work to be performed by such other person as may be necessary.
- 30.5. Injury, disease, or dangerous occurrences involving the Contractor's employees or agents or sub-contractor(s) at a Government Establishment or Vessel(s), which ordinarily require to be reported in accordance with the Health and Safety at Work etc. Act 1974 shall also be reported to the Officer in Charge. This is in addition to any report which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).
- 30.6. The Contractor shall be responsible for the living accommodation and maintenance of its representatives while they are working at or attending a Government Establishment or on board the Vessel(s). Sleeping accommodation and messing facilities, if required, may be provided wherever possible by the Government Establishment, at the discretion of the Officer in Charge, at a cost fixed in accordance with current Authority regulations. The status to be accorded to the Contractor's employees for messing purposes will be at the discretion of the Officer in Charge who will, wherever possible, give his decision before the work commences where so asked by the Contractor.
- 30.7. Where the Contractor enters a Government Establishment or a Vessel(s) for the purpose of performing work under this Contract:
 - 30.7.1. The Contractor shall notify the Officer in Charge of the Vessel(s) of:
 - 30.7.1.1. any health and safety hazards associated with the work to be performed by him or any of his representatives;
 - 30.7.1.2. any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - 30.7.1.3. any precautions to be taken by him, as well as any precautions, which, in his opinion, ought to be taken by the Authority, in order to control such risks.
 - 30.7.2. The Authority shall notify the Contractor of:
 - 30.7.2.1. any health and safety hazards which are associated with the work to be performed by the Contractor or any of his representatives on the Government Establishment or the Vessel(s);
 - 30.7.2.2. any foreseeable risks to the health and safety of the Contractor or any of his representatives, associated with such hazards; and
 - 30.7.2.3. any precaution to be taken by the Authority, as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.

30.7.3. The Contractor shall notify its representatives (any sub-contractors and/or representatives thereof) of and, where appropriate, provide adequate instruction in relation to:

30.7.3.1. the hazards, risks and precautions notified by the Contractor to the Authority under Clause 30.9.1;

30.7.3.2. the hazards, risks and precautions notified to the Contractor by the Authority under Clause 30.9.2; and

30.7.3.3. the precautions which, in the Contractors opinion, ought to be taken by the Contractor representatives in order to control those risks.

30.7.4. The Contractor shall provide the Officer in Charge of the Vessel(s) with:

30.7.4.1. copies of those sections of the Contractors own and, where appropriate, his representatives' safety policies which are relevant to the risks;

30.7.4.2. copies of any related risk assessments; and

30.7.4.3. copies of any notifications and instructions issued by him to the Contractors representatives.

30.7.5. The Authority shall provide the Contractor with:

30.7.5.1. copies of those sections of its own safety policies which are relevant to the risks notified;

30.7.5.2. copies of any related risk assessments; and

30.7.5.3. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor.

Authority Attendance at Contractor Premises

30.8. The Contractor shall ensure that the Authority and its representatives shall have the right at all times to enter any of the Contractor's Sites in order to inspect the state of any Vessel(s) and/or component parts or equipment in respect thereof. The Contractor shall additionally ensure that the Authority and its representatives shall have the right to enter any of the Subcontractor Sites in order to inspect the state of any component parts or equipment in respect of the Vessel(s), subject to the Authority providing to the Contractor no less than fifteen (15) Business Days' Notice of its (or its representative's) intention to undertake such inspection.

30.9. In exercising any right under Clause 30.8 or attending a Site or on board the Vessel(s) the Authority and its representatives shall comply with all relevant rules applicable to the Contractor and/or sub-contractor (as applicable), safety procedures (which shall include any relevant health and safety plans for the Sites' rules from time to time) and any reasonable directions with regard to site safety that may be issued by or on behalf of the Contractor or sub-contractor (as applicable) to the Authority or its representatives from time to time. This Clause

30.9 shall apply to the Authority and its representatives only to the extent that the Contractor or subcontractor (as applicable) has notified the Authority and its representatives (as applicable) of such rules, procedures, or directions.

- 30.10. If the Authority or its representatives causes material damage to the Sites or any Vessel(s) prior to Acceptance in exercising any right under this Clause 30, then such damage shall be a Relief Event.

31. EXIT PROVISIONS

Immediate Re-Delivery of the Vessel

- 31.1. If, upon termination or expiry of the Contract, in the sole opinion of the Authority, the Vessel can immediately be safely removed from the Contractor's Site, the Contractor shall, (upon notification of such opinion by the Authority) immediately deliver up the Vessel together with all Assets in the possession of the Contractor and required for performance of the Services in respect of that Vessel to a location notified by the Authority.

Take-Over of Work

- 31.2. If, in the sole opinion of the Authority, the Vessel cannot immediately be safely removed from the Contractor's premises, the Contractor shall (upon notification of such opinion by the Authority) grant to the Authority and its appointed agents access to the Vessel and all facilities considered necessary by the Authority (acting reasonably) to work upon the Vessel in order to bring it to a state when it can be safely removed by the Authority.

Acknowledgements

- 31.3. The Parties acknowledge that upon the termination or expiry of this Contract the Authority may, in its discretion decide to perform the Services (in whole or in part) itself; or transfer the right and obligation to provide the Services, in whole or in part, from the Contractor to one or more third parties who will provide all or part of the relevant Services, or services like the relevant Services.

- 31.4. To exercise its rights under Clause 31.3 the Authority and/or any Replacement Contractor (as appropriate) will be required to obtain a detailed understanding of the operation, management, and provision of the relevant Services before it is required to take over the performance of the relevant Services, or services like the relevant Services. Accordingly:

31.4.1. the Parties shall co-operate fully in good faith regarding the procedure for the transfer of the right and obligation to provide the relevant Services from the Contractor to the Authority or any Replacement Contractor (as appropriate);

31.4.2. the Contractor shall comply with the provisions of this Clause 31 and any current Exit Plan, in relation to the orderly transition of the relevant Services to the Authority or a Replacement Contractor;

- 31.4.3. the Contractor shall promptly comply with reasonable requests from the Authority and/or a Replacement Contractor for information concerning the Services to be transferred; and
- 31.4.4. the Contractor shall ensure the orderly transition of Services and transfer of assets to a Replacement Contractor or the Authority to the extent within its reasonable control.

Asset Registers

- 31.5. During the Contract Period, the Contractor shall create and maintain:
 - 31.5.1. a register of all Assets detailing their:
 - 31.5.1.1. make, model and asset number;
 - 31.5.1.2. ownership;
 - 31.5.1.3. Net Book Value;
 - 31.5.1.4. condition and physical location; and
 - 31.5.1.5. use (including technical specifications); and
 - 31.5.2. a register of all Sub-Contracts and other relevant agreements (including relevant Software licenses, maintenance and support agreements and equipment rental and lease agreements) required for the performance and provision of the Services.
- 31.6. The Contractor shall:
 - 31.6.1. produce and maintain the Registers in a format which the Authority may edit if required;
 - 31.6.2. at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts, or other relevant agreements are added to, varied, or removed from the Services.

Deliverable Documents/Information on Termination or Expiry

- 31.7. The Contractor shall:
 - 31.7.1. on request by the Authority at any point during the Contract Period; or
 - 31.7.2. no later than two (2) years prior to the Expiry Date; or
 - 31.7.3. as soon as reasonably practicable following the service of a Termination Notice,
- provide to the Authority the following materials and information (**Exit Information**), whether relating directly or indirectly to the Services, in order to facilitate a re-tender of the Services and/or the preparation by the Authority of an invitation to tender and/or to provide to any potential tenderers or Replacement Contractor to undertake due diligence:

- 31.7.4. details of the Service (in such detail as to enable a potential Replacement Contractor to have an understanding of the nature and extent of the Service and of how the Services are provided);
 - 31.7.5. a copy of all Registers, updated by the Contractor up to the date of delivery of such Registers;
 - 31.7.6. to the extent not contained in the Registers, details of all Assets (including technical specifications, technical documentation, maintenance schedules and agreements) and details of all GFA (including condition and physical location and any Assets Subject to Special Control (ASSC)), to the extent that the same are held by the Contractor;
 - 31.7.7. an inventory of Authority Data in the Contractor's possession or control;
 - 31.7.8. details of all technical infrastructure and equipment, operating procedures, software, and hardware used to provide the Services;
 - 31.7.9. a list of on-going and/or threatened disputes in relation to the provision of the services; and
 - 31.7.10. any other data, records (including service and maintenance records, user guides, technical manuals, and specifications), reports, operational, management or other information which the Authority shall reasonably consider necessary to facilitate a re-tender of the Services and/or the preparation by the Authority of an invitation to tender and/or any potential tenderers or Replacement Contractor to undertake due diligence.
- 31.8. The Contractor shall:
- 31.8.1. notify the Authority within ten (10) Business Days, or within an alternative timeframe as agreed between the Parties (acting reasonably), of becoming aware of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and
 - 31.8.2. provide complete updates of the Exit Information on an as-requested basis within ten (10) Business Days or within an alternative timeframe as agreed between the Parties (acting reasonably) of a request in writing from the Authority.
- 31.9. Exit Information shall be prepared in good faith and the Contractor shall assist the Authority, at no additional cost to the Authority, to facilitate a re-tender of the Services and/or the preparation by the Authority of any invitation to tender and/or to facilitate any tenderer (including its advisors) undertaking due diligence.
- 31.10. The Contractor authorises the Authority (subject to the Authority procuring appropriate confidentiality undertakings), to disclose the Exit Information provided by the Contractor to the Authority to an actual or prospective Replacement Contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Clause 31.10 disclose any Contractor's Confidential Information which is information relating to the

Contractor's or its Sub-contractors' prices or costs). For the avoidance of doubt, this may include market engagement following publication of a formal Contract Notice in line with the relevant procurement procedure that the Authority is pursuing in respect of the Replacement Services.

- 31.11. The Authority shall obtain from any actual or prospective Replacement Contractors, an appropriate confidentiality undertaking, whereby the Replacement Contractor will agree only to use such information for the purposes of progressing its bid for the provision of the relevant Replacement Services by the Replacement Contractor.
- 31.12. The Exit Information shall be made available and provided to the Authority in such format as the Authority shall reasonably require.

Exit Plan

- 31.13. Within Year 1 (one) of the Commencement Date, the Contractor shall prepare and deliver to the Authority a draft Exit Plan which sets out the Contractor's proposed methodology for achieving an orderly transition of the Services from the Contractor to the Authority and/or a Replacement Contractor on the expiry or termination of this Contract, complies with the requirements set out in Clause 31.15 and is otherwise reasonably satisfactory to the Authority.
- 31.14. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days of its submission to the Authority, then such Dispute shall be resolved in accordance with the Clause 24 (Dispute Resolution).
- 31.15. The Exit Plan shall include, but not be limited to, the following:
 - 31.15.1. how the Exit Information is to be provided to the Authority;
 - 31.15.2. the key personnel responsible for the overall transition during the Transition Period;
 - 31.15.3. a detailed description of both the transition and cessation processes, including a timetable;
 - 31.15.4. an initial proposed transition programme with key milestones, list of critical risks, mitigations and security aspects involved during the transition and cessation period;
 - 31.15.5. how the Services will transfer to the Replacement Contractor(s) and/or the Authority, including details of the processes, documentation, data transfer (including editable data format), systems migration, security and details of all hardware and Software required to provide the Service;
 - 31.15.6. provisions for the transfer to the Authority and/or any Replacement Contractor(s) of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records, and documents;
 - 31.15.7. all outstanding maintenance activities in support of the Contractor Deliverables, including but not limited to all supply chain artifacts, need to be captured;

- 31.15.8. how each of the issues set out in this Clause 31 will be addressed to facilitate the transition of the Services from the Contractor to the Replacement Contractor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Transfer Period;
- 31.15.9. any other information required from the Authority which the Contractor is required to provide including additional or different activities to that proposed by the Contractor, with supporting information.

Finalisation of the Exit Plan

- 31.16. No later than twenty-four (24) months prior to the Expiry Date or within twenty (20) Business Days after service of a Termination Notice, the Contractor will submit for the Authority's approval the Exit Plan in a final form. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Clause 31 and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed. During the twenty-four (24) months prior to the Expiry Date the Parties shall meet on a regular basis to discuss the execution of the final form of the Exit Plan.
- 31.17. The Parties will agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days following its submission to the Authority, then such Dispute shall be resolved in accordance with the Clause 24 (Dispute Resolution). Until the agreement of the final form of the Exit Plan, the Contractor shall provide the Services and its transfer in accordance with the principles set out in this Clause 31 and the last approved version of the Exit Plan (as far as relevant).

Duty to Co-operate

- 31.18. During the final 6 (six) months before the Expiry Date or during the period of any Termination Notice, the Contractor shall co-operate fully with the transfer of responsibility for provision of the Services (or any part thereof) to ensure an orderly and efficient transition from the Contractor to the Authority or a Replacement Contractor, and for the purposes of this Clause 31 (Exit Provisions) the meaning of the term "co-operate" shall include:
 - 31.18.1. liaising with the Authority and/or the Replacement Contractor, and providing reasonable assistance and advice concerning provision of the Services and its transfer to the Authority or to such Replacement Contractor;
 - 31.18.2. allowing any such Replacement Contractor access (at reasonable times and on reasonable notice) to the Assets but not so as to interfere with or impede provision of the Services; and
 - 31.18.3. providing to the Authority and/or to the Replacement Contractor all and any information concerning the Vessels and provision of the Services which is reasonably required for the efficient transfer of responsibility for its performance but excluding any information which is commercially sensitive to the Contractor.

- 31.19. In the event of a Partial Termination, the Parties shall meet within 5 (five) Business Days to discuss and agree any changes that are required to the Exit Plan to reflect the specific circumstances relating to such Partial Termination.

Termination Obligations

- 31.20. The Contractor shall comply with all of its obligations in accordance with the Contract.
- 31.21. Upon the Expiry Date or Termination Date of this Contract the Contractor shall:
- 31.21.1. cease to use the Authority Data and at the Authority's discretion either erase from any computers, storage devices and storage media retained by the Contractor all Authority Data or transfer all Authority Data in its possession or control to the Authority;
 - 31.21.2. return all Property of the Authority (in compliance with the terms of this Contract), and all other property, information and records belonging to the Authority (including any security passwords and access codes);
 - 31.21.3. remove any Contractor owned assets which will not degrade the service in any future contract;
 - 31.21.4. vacate any Government Establishments or the Vessel(s) unless access is required to continue to deliver the Services;
 - 31.21.5. comply with all provisions of this Contract relating to termination or expiry.
- 31.22. Upon Partial Termination, termination or expiry (as the case may be) or at the end of the period of any Termination Notice, each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or for statutory compliance purposes.
- 31.23. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the terminated Services shall be terminated with effect from Expiry Date or the end of the period of any Termination Notice.

32. COUNTERPARTS

- 32.1. This Contract may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Contract.

33. RISK MANAGEMENT

- 33.1. The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract in accordance with the Risk Opportunity Management Plan has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the Contractor and the Authority. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):
- 33.1.1. particular risks and their impacts; or
- 33.1.2. risk reduction measures, contingency plans, and remedial plans,
- 33.2. shall not in any way limit or exclude the recipient's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges, and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.
- 33.3. The Contractor shall produce and maintain a Risk Management Plan and shall use the Risk Opportunity Management Plan template using the format at Schedule 11.

34. CONTROLLED INFORMATION

- 34.1. This Clause shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality clause of the Contract.
- 34.2. For the purposes of this Clause 34, 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information', or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.
- 34.3. The Contractor shall:
- 34.3.1. hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;
- 34.3.2. not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
- 34.3.3. not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
- 34.3.4. protect the Controlled Information diligently against unauthorised access and against loss; and,
- 34.3.5. act diligently to ensure that:

34.3.5.1. Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;

34.3.5.2. employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Clause.

34.4. Where Controlled Information is provided to the Contractor, it shall:

34.4.1. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.

34.4.2. maintain this register for the duration of the Contract and for two years following completion of the Contract.

34.4.3. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Clause; and,

34.4.4. at the Expiry Date or early termination of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

34.5. This Clause shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

34.5.1. that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;

34.5.2. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;

34.5.3. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or

34.5.4. from its records, that the information was derived independently of the Controlled Information;

to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

35. RELIEF EVENT

35.1. Means any of the following events:

35.1.1 any breach of this Contract or act of prevention under this Contract by the Authority or its Agents; or

- 35.1.2 Any event designated as a “Relief Event” pursuant to any Clause or Schedule of this Contract.
- 35.2. If and to the extent that a Relief Event occurs the Contractor shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Relief Event, including any Losses that the Contractor may incur and the duration and consequences of any Delay or anticipated Delay.
- 35.3. If the Contractor considers that a Relief Event has occurred, the Contractor shall promptly, and in any event within five (5) Business Days from the date of commencement of the Relief Event, deliver to the Authority a Notice confirming its belief that a Relief Event has occurred, and within a further fifteen (15) Business Day period, provide a further Notice detailing the estimated extent of such purported Relief Event.
- 35.4. Following receipt of the latter notice referred to in Clause 35.3, if and to the extent that the Authority agrees that a Relief Event has occurred, the following shall apply:
- 35.4.1. the relevant Acceptance Date shall be postponed by such time as is reasonable for such Relief Event, taking into account the likely effect of the delay;
- 35.4.2. the Authority shall not be entitled to terminate this Contract or issue a Termination Notice in respect of any delay if and to the extent that such delay was a result of the Relief Event;
- 35.4.3. the Contractor will not be liable for Service Debits if and to the extent that such Service Debits are the result of the Relief Event, as further set out in Schedule 1 Annex M (Performance Management and Key Performance Indicators); and
- 35.4.4. the Authority will not be entitled to withhold any of the Service payments as further set out in Schedule 1 Annex M (Performance Management and Key Performance Indicators) if and to the extent that a performance failure has been caused by the Relief Event; and
- 35.4.5. the Parties shall agree any additional relief to the Contractor from its obligations under this Contract, as is reasonable for such a Relief Event,

provided always that the Contractor shall only be granted relief under this Clause 35 to the extent that the Relief Event is not caused by and is beyond the reasonable control of the Contractor or any employee, agent or sub-contractor for whom the Contractor is responsible, and which could not have been prevented by the exercise of reasonable care and skill by the Contractor or that other person for whom the Contractor is responsible.

- 35.5. If the Parties cannot agree:
- 35.5.1. that a Relief Event has occurred;
- 35.5.2. the extent of any compensation;
- 35.5.3. the extent of the delay incurred;

35.5.4. the relief from the Contractor's obligations under this Contract; or

35.5.5. that the Contractor is entitled to any relief under this Clause 35,

then the matter may be immediately referred by either Party to the Dispute Resolution Procedure under Clause 24 (Dispute Resolution).

36. SERVICE CONTINUITY PLANNING

36.1. The provisions of Schedule 1, Annex O (Service Continuity Plan) shall apply.

37. INSURANCE

37.1. Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in Schedule 12 (Required Insurance) take out and maintain or procure the taking out and maintenance of the insurances as set out under this Clause 37 (Insurance) and Schedule 12 (Required Insurance) and any other insurances as may be required by Law (together the "Required Insurances"). The Contractor shall ensure that each of these Insurances are effective in each case not later than the date on which the relevant risk commences.

37.2. The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

37.3. The Contractor shall ensure that where required in Schedule 12 (Required Insurance) the policies of insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the Contractor is legally liable under this Contract.

37.4. Where the minimum limit of indemnity required in relation to any of the Required Insurances (except for ship repairs liability insurance) is specified as being "in the aggregate" and a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract

37.5. The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.

37.6. The Contractor shall notify the Authority at least ten (10) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances. This Clause 37.6 shall not apply where the termination of any Required Insurances occurs purely as a result of a change of insurer in respect of any of the Required Insurances required to be taken out and maintained in accordance with this Clause 37.

- 37.7. The Authority may elect (but shall not be obliged) where notice has been provided to the Contractor to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.
- 37.8. The Contractor shall from the date of this Contract and within fifteen (15) Business Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this Clause 37 Insurance and Schedule 12 (Required Insurance). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of its liabilities and obligations under this Contract.
- 37.9. The Contractor shall promptly notify to insurers any matter arising from, or in relation to, this Contract for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 37.10. Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) Business Days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 37.11. Where any Required Insurance requires payment of a premium, the Contractor shall be liable for such premium.
- 37.12. Where any Required Insurance referred to in this Clause 37 Insurance and Schedule 12 (Required Insurance) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Contract or otherwise.

38. BANK GUARANTEE

- 38.1. If the Contractor fails to provide the required DEFFORM 024A Bank Guarantee for [REDACTED] for a term concurrent with the expiry of the Contract, to the Authority by the service commencement date, the Authority shall have the right, at its sole discretion, to terminate this contract for Contractor Default by giving written notice to the Contractor in the appropriate form. Such termination shall be without prejudice to any other rights or remedies available to the Authority under this Contract.

SCHEDULE OF REQUIREMENTS

Integrated Logistic Support Plan (ILSP)

- Statement of Technical Requirements (SoTR)**
- Contract Data Requirement List (CDRL)**
- Not Used**
- Configuration Management Plan (CMP)**
- Obsolescence Management Plan (OMP)**
- Safety and Environmental Management Plan (SEMP)**
- Government Furnished Assets**
- Security Aspects Letter (SAL)**
- Governance and Contract management (Contract Meetings)**
- DEFFORM 532 Personal Data Particulars**
- DEFORM 315 Contract Data Requirement**
- Performance Management and Key Performance Indicators**
- Transfer of Undertakings Protection of Employment (TUPE)**
- Service Continuity Plan**
- Government Owned Assets**

STATEMENT OF WORK (SOW)

- Integrated Support Plan (ISP)**
- In-Service R&M Case Study**
- Maintenance Plan**
- Software Support Plan**
- S&TE (Support & Test Equipment) Plan**
- PHS&T (Package Handling Storage & Transportation) Plan**
- Shore Facilities Plan**
- Technical Documentation Management Plan (TDMP)**
- Supply Support Plan**
- Disposal Plan**
- Configuration Management Plan (Hardware and Software)**
- Obsolescence Management Plan (OMP)**
- Service Continuity plan**
- Transition Plan**
- Not Used.**
- Spares Modelling Data**
- Stores Delivery/Demand Report**
- Not Used**
- GQA (GOVERNMENT QUALITY ASSURANCE) Plan**
- Safety & Environmental Management Plan (SEMP)**
- DEFORM 68 Hazardous Contractor Deliverables, Materials or Substances supplied under the contract**
- DEFFORM 528 import and export controls**
- DEFFORM 539A Contractors Commercial Sensitive Information Form**
- DEFFORM 687c (Electronic Information Sharing Agreement (EISA))**
- DEFFORM 691A**
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SECTION 3 – CONTRACT SCHEDULES

River Class Batch 2 Offshore Patrol Vessels (OPV) Support Contract Schedules

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SCHEDULE 1

SCHEDULE OF REQUIREMENTS

The Contractor shall perform each of its obligations set out below in accordance with the terms of this Contract:

Work Package (WP):	Description	Value (£)
1	Supply Support Services for all OPVs (Offshore Patrol Vessels) in accordance with Schedule 1 Annex B, Schedule of Technical Requirement (SoTR)	Fixed Price
1a	From 1 st July 2023 to 31 st March 2024 Supply Support Services for all OPVs in accordance with WP1 (Work Package 1).	■■■■
1b	From 1 st April 2024 to 31 st March 2025 Supply Support Services for all OPVs in accordance with WP1.	■■■■
1c	From 1 st April 2025 to 31 st March 2026 Supply Support Services for all OPVs in accordance with WP1.	■■■■
1d	From 1 st April 2026 to 31 st March 2027 Supply Support Services for all OPVs in accordance with WP1.	■■■■
1e	From 1 st April 2027 to 31 st March 2028 Supply Support Services for all OPVs in accordance with WP1.	■■■■
1f	From 1 st April 2028 to 31 st March 2029 Supply Support Services for all OPVs in accordance with WP1.	■■■■
1g	From 1 st April 2029 to 31 st March 2030 Supply Support Services for all OPVs in accordance with WP1.	■■■■
1h	From 1 st April 2030 to 31 st March 2031 Supply Support Services for all OPVs in accordance with WP1.	■■■■
	*VOP will be applied with the following index against Years 1 – 8 (1a-1h) detailed at Clause 18 (The Price and Pricing Methodology)	■■■■
Total	Work Package 1	■■■■
2	Supply of Ad-hoc Tasking as set out at Schedule 2 annex B of the SoTR. All Ad-hoc tasking is to be conducted in accordance with Clause 27 Tasking, and Schedule 5 Tasking Process	Limitation of Liability
2a	From 1 st July 2023 to 31 st March 2024 Provide ad-hoc tasking in accordance with WP2.	■■■■
2b	From 1 st April 2024 to 31 st March 2025 Provide ad-hoc tasking in accordance with WP2.	■■■■
2c	From 1 st April 2025 to 31 st March 2026 Provide ad-hoc tasking in accordance with WP2.	■■■■
2d	From 1 st April 2026 to 31 st March 2027 Provide ad-hoc tasking in accordance with WP2.	■■■■
2e	From 1 st April 2027 to 31 st March 2028 Provide ad-hoc tasking in accordance with WP2.	■■■■
2f	From 1 st April 2028 to 31 st March 2029. Provide ad-hoc tasking in accordance with WP2.	■■■■

2g	From 1 st April 2029 to 31 st March 2030 Provide ad-hoc tasking in accordance with WP2.	■
2h	From 1 st April 2030 to 31 st March 2031 Provide ad-hoc tasking in accordance with WP2.	■
Total	Work Package 2	■
3	Supply of Ad-hoc Relevant Events (RE) as set out at Schedule 2 annex B of the SoTR. All Ad-hoc tasking to be conducted in accordance with Clause 27 Tasking, and Schedule 5 Tasking Process	Limitation of Liability
3a	From 1 st July 2023 to 31 st March 2024. Conduct Relevant Events in accordance with WP3.	■
3b	From 1 st April 2024 to 31 st March 2025. Conduct Relevant Events in accordance with WP3.	■
3c	From 1 st April 2025 to 31 st March 2026. Conduct Relevant Events in accordance with WP3.	■
3d	From 1 st April 2026 to 31 st March 2027. Conduct Relevant Events in accordance with WP3.	■
3e	From 1 st April 2027 to 31 st March 2028. Conduct Relevant Events in accordance with WP3.	■
3f	From 1 st April 2028 to 31 st March 2029. Conduct Relevant Events in accordance with WP3.	■
3g	From 1 st April 2029 to 31 st March 2030. Conduct Relevant Events in accordance with WP3.	■
3h	From 1 st April 2030 to 31 st March 2031. Conduct Relevant Events in accordance with WP3.	■
Total	Work Package 3	■
Total	All Work Packages	■

SCHEDULE 1, ANNEX A

Integrated Logistic Support Plan (ILSP)

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APPENDIX A – SUMMARY OF CONTRACTUAL REQUIREMENTS

This Appendix provides a top-level summary of the contractual requirements within each ILS element. Full prescriptive contractual requirements are contained in Appendices.

The format for all Contractor delivered ILS element plans shall be ADOBE PDF.

ILS Element	The Contractor shall deliver the following in accordance with the Terms and Conditions of this Contract:	In accordance with:
ISP	Produce and deliver an ISP containing: Introduction Support System Concept ILS Programme Management ILS Organisation ILS Performance ILS Programme Tasks Related Plans ILS Schedule	Def Stan 00-600 Part 1 [Error! Reference source not found.]
In-Service R&M Case Report	Produce and deliver R&M Case Reports containing: Evidence framework Claims of R&M requirements compliance Evidence to support R&M compliance claims R&M Risk identification and mitigation Declaration of System Readiness Level (SRL) R&M LFE	Def Stan 00-042 Part 3 [Error! Reference source not found.]
Maintenance Plan	Produce and deliver a Maintenance plan containing: Maintenance Strategy Maintenance Concept Maintenance Policy Organisation and structure/roles and responsibilities Maintenance Tasks Maintenance Schedules Maintenance support requirements	Def Stan 00-600 Part 1 [Error! Reference source not found.] Def Stan 00-045 Parts 1-3 [Error! Reference source not found.]
Software Support Plan	Produce and deliver a Software Support plan containing: Introduction Scope References Strategy Organisation Software Modification Change Request Rapid Response Software Change Certification and Qualification Operational Support Mission Support Support Equipment and Processes Resources Transition Safety Security Risk Management Quality system/assurance Configuration Management	Def Stan 00-600 Part 1 [Error! Reference source not found.] Def Stan 00-40[4] Def Stan 00-055 [16] Def Stan 00-056[17]

	Obsolescence Management	
S&TE Plan	Produce and deliver a S&TE plan containing: Organisation Methodology S&TE requirement Declaration of Built In Test (BIT) Procedures and Justification for identifying: S&TE requirement against Maintenance Levels Use of in-service S&TE Use of COTS and Modified Off The Shelf (MOTS) Need for new to service S&TE Description of identified new to service S&TE	Def Stan 00-600 Part 1 [Error! Reference source not found.]
PHS&T Plan	Produce and deliver a PHS&T plan containing: Organisation Methodology Schedule Requirements Re-use of packaging Special Items Shelf Life Evaluation of packaging Storage Requirements Safety Related Items Labelling Environmental	Def Stan 00-600 Part 1 [Error! Reference source not found.] Defence Standard 81-041 Parts 1-6 [Error! Reference source not found.]
Shore Facilities Plan	Produce and deliver a Shore Facilities plan containing: Management Programme Interface with other organisational functions Management Activities Methodology Infrastructure and Resources required Existing Infrastructure and Resources Reuse of current facilities Multi-Functional facilities Safety related items	Def Stan 00-600 Part 1 [Error! Reference source not found.]
Technical Documentation Management Plan	Produce and deliver a Technical Documentation Management Plan containing: Updates/Review of existing or new Documents Information Utilisation Common use of data Standards and specifications Document distribution Validation procedures In-process reviews Data storage Change control Status reporting Classified Information Risks Deliverables Release schedule	Def Stan 00-600 Part 1 [Error! Reference source not found.]
Supply Support Plan	Produce and deliver a Supply Support plan containing: Introduction Principles	Def Stan 00-600 Part 1 [Error! Reference source not found.]

	Aim Scope Organisation Department Responsibilities Strategy Schedule of Milestones Stakeholders management Through Life supply support monitoring and evaluation Documentation IP requirements NATO Codification eProcurement procedures Pipeline times PHS&T Shelf life Delivery arrangements Labelling/bar code Soft Consumables Health and Safety Drawing Provision	DEFCON 82 [Error! Reference source not found.] DEFCON 117 [Error! Reference source not found.] DEFCON 129 [Error! Reference source not found.] DEFCON 68 [Error! Reference source not found.] DEFCON 624 [Error! Reference source not found.] DEFCON 694 [Error! Reference source not found.]
Disposal Plan	Produce and deliver Disposal plan containing: Disposal strategies and methodologies End Of Life (EOL) considerations Current disposal procedures Impact on spares Equipment run-down Schedule for reviewing plan Record keeping De-militarisation Disposal of data Restrictions on disposal activity Impact of IPR on disposal activity Impact of obsolescence on disposal activity Identification and mitigation of disposal risk Accounting processes TLC breakdown for disposal Disposal LFE	Def Stan 00-600 Part 1 [Error! Reference source not found.]

APPENDIX B – ISP

This PID – PD0001-01 contains the requirement for the content of the ISP specified in the ILS SoTR.

The Contractor's ISP is used by the MOD to evaluate, monitor, and accept the Contractor's planning and performance of the ILS programme task(s) as specified by the contract.

Full Description/Product Composition

The Contractor's ISP clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

The ISP must contain each of the sections listed below. If there is no data or text requirement, the Contractor will enter 'NOT APPLICABLE' and justify the reasons. The seven sections are as follows:

Introduction.

Support System Concept.

ILS Programme Management, Organisation and Performance;

ILS Programme Tasks;

Related plans applicable to the ILS Programme;

Programme plan and Milestone Schedule;

Glossary of acronyms and terms used in text.

Introduction

This section identifies the requirements of the ISP as specified in the ILS SoTR. The section contains the following sub-sections:

Purpose and Scope. This sub-section provides a statement regarding the purpose and scope of the ISP as the document for the management and performance of the contractual ILS programme.

ISP Summary. This sub-section provides a description of the ISP to establish a clear understanding of the scope, content and organisation of the material presented.

Updating Procedure. This sub-section provides a description of how alterations to the ISP are to be developed, authorized and incorporated.

Support System Concept

This section contains a summary of the system characteristics relevant to ILS and the support process. Included is an explanation of how the system will be utilised and supported in its intended operational role. This section contains the following sub-sections:

System/Equipment Description. This sub-section provides a brief description of the functional and physical characteristics of the system/equipment and its major sub-systems/equipment's. Also included is a description of the physical and functional relationship between the equipment or system and any associated systems or equipment's that it will interface with when operational.

Reliability Function Interface. This section details how the ILS activities will interact with the Availability, Reliability and Maintainability (ARM) function.

Safety Management Interface. This section details how the ILS activities will interact bi-directionally with the safety management function

Security Management Interface. This section details how the ILS activities will interact bi-directionally with the security management function.

Configuration Management System Interface. This section details how the ILS activities will interact bi-directionally with the necessary configuration management system(s)

Obsolescence Management System Interface. This section details how the ILS activities will interact bi-directionally with the obsolescence management system.

Interoperability Interface Requirements. This section details how interoperability is managed through life. Includes:

The exchange of information through information systems.

Compatibility of technology and equipment.

The working practices of people.

Compatibility of processes.

Other elements of the support solution that require interaction between organisations.

Change Management System Interface. This section details how the ILS programme interfaces with the Project capability management and control systems regime.

ILS Programme Management, Organisation and Performance

This section provides a description of the overall process, involving both the MOD and the Contractor, for use in managing and performing the contractual ILS programme. This section contains the following sub-sections:

Contractor's Objectives, Policies, General Management Procedures. These shall state the objectives, policies and general management procedures that relate to the ILS programme.

Contractor's ILS Organisational Structure. This shall describe the Contractor's organisational structure that has been selected to accomplish the contracted ILS programme requirements. The identification of names, positions, functions, responsibilities and authority of those responsible for satisfying the contracted ILS programme shall be given.

Sub-Contractor and Vendor Interface Management. This sub-section contains a list of all major Sub-Contractors (for the purpose of the ISP, major Sub-Contractors are termed as those responsible for supply of deliverables directly to the Prime Contractor of the MOD) involved in the ILS methods of control and the organisational interfaces with the Sub-Contractors. Included is a general description of the method of specifying the ILS requirements in vendor sub-contracts and the means of controlling the accomplishment of specific work and deliverables.

MOD ILS Organisation and Interface. This sub-section contains a description of the MOD ILS organisation, together with an indication of the relationship with the Contractor's ILS organisation.

Design Interface Planning and Reporting. This sub-section, in conjunction with the approved management system, contains a description of how the Contractor will accomplish report and provide an audit trail for integration with a formal design influence programme. The design interface planning ensures that all the logistic requirements and maintenance decisions made by the other contractually required system engineering disciplines are input to and output from one another, in a timely manner. System engineering disciplines include, but are not limited to, the design programme the safety programme, the standardisation programme and the ARM programme.

Contractor's Objective. This sub-section contains a description of the system that provides for the cost-effective integration design, development, test and evaluation tasks required to progress from an operational requirement to the operational deployment of a system or equipment. Included is identification of the audit trail and reporting criteria.

Contractor's Approach. This sub-section contains the establishment of a logical sequence of activities and decisions which transform an operational requirement into a viable, cost effective system.

Contractor's Integration. This sub-section describes the design interface/engineering discipline integration that will establish integration of all engineering, design and management efforts, and disciplines including Reliability, ILS, standardisation and production. This is necessary to control the influences on the SA programmes, cost effective design enhancement and system/equipment design. Included is identification of the audit trail and the reporting criteria.

Contractor's Control and Reporting. This sub-section contains identification of the Contractor's in-house report procedure. Included is the relationship between the technical programme planning and the schedule planning. Included is identification of the planned interface between specific task and management procedures that ensure the design influence and contractual provisions are met. Also contained is the establishment of ILS to influence design and system engineering.

AD Hoc Tasking This section shall contain a description of the Contractor's approach for providing Ad Hoc Tasking to the MOD in the context of ILS. The Contractor shall consider Ad Hoc Tasking, and its consequences on ILS, in terms of its effects on maintaining an effective support policy with optimum costs throughout the life of the equipment. The following shall be addressed:

Control and maintenance of design records.

Maintenance of technical information.

Provision of support for equipment hardware and software.

Implementation of technical tasks to investigate obsolescence issues.

ILS Programme Tasks

This section contains a detailed description of how the Contractor will accomplish all ILS programme tasks stated in the ILS programme SoTR or equivalent specification. For ILS programme tasks not covered by separately deliverable plans, a detailed description is to be contained in this section. This section contains the following sub-sections:

SA Activities and the Logistic Information Repository (LIR). This sub-section contains a detailed description of the plans for the accomplishment of SA Activities and Sub activities, and associated documentation in the LIR, as defined in the contract.

Other Standards. This sub-section provides a detailed description of all other relevant standards or tasks, as defined in the contract.

Related Plans Applicable to the ILS Programme

This section contains appropriate appendices as related plans required for the ILS programme effort. This section contains the following sub-section:

Related Plans. This sub-section references the contractually required ILS programme tasks and all separately deliverable plans for all contractually required ILS element development efforts, e.g. TDMP, Supply Support plan etc.

Programme Plan and Milestone Schedule

This section contains the programme plan and master milestone schedule for the ILS effort. This section contains the following sub-sections:

Master Milestone Chart. This sub-section is a master milestone chart to include all programme milestones.

ILS Programme Milestone Chart. This sub-section is a milestone chart for events required to accomplish all required ILS programme tasks, e.g. ILS Conferences and Reviews.

ILS Element Milestone Chart. This sub-section is a milestone chart for the events required to accomplish all contractually required support element development efforts, including Technical Documentation, Supply Support, etc.

Glossary, Acronyms and Terms

This section shall contain a glossary of all acronyms and special terms or words used in the text.

APPENDIX C – IN-SERVICE R&M CASE

1. This PID contains the requirement for the content of the in-service R&M Case.

Full Description/Product Composition

2. The Contractor's R&M Case clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.
3. MOD policy for the management of R&M is set out in the Def Stan 00-040 Part 1 **[Error! Reference source not found.]**. This requires progressive assurance to be given of the achievement of the R&M requirements, specifically detailed in Def Stan 00-042 Part 3 **[Error! Reference source not found.]**.
4. In providing R&M Case Reports the guidance in Def Stan 00-042 Part 3 **[Error! Reference source not found.]** shall be followed, unless justified and agreed by the Authority.
5. The Contractor's R&M Case Reports shall detail the status of the health of the RCOPV fleet from a R&M perspective. The R&M Case shall be a live document based on cumulative evidence that the RCOPV fleet has met and continues to maintain R&M requirements.
6. R&M case reports are periodic updates to the R&M case reporting on the evidence, arguments and conclusions to be drawn from the work since the last report. They provide an assessment of the overall achievement and progress made against the R&M strategy and plan.
7. R&M case reports provide the primary method of delivering the outputs from R&M and related engineering activities.
8. The Contractor shall provide quarterly R&M Case Reports for the duration of the Contract. The R&M Case shall be used to:

Measure and demonstrate continuing R&M performance against requirements as part of a quarterly in-service Review.

Measure and assess using previous in-service Review data to find issues and/or trends, leading to potential corrective action or improvements.

Identify R&M drivers/issues for continuous improvement activity and implement solutions if relevant.

Continue R&M Risk identification, mitigation and management.

Monitor Usage and Environment for impact on R&M.

Provide R&M LFE to other projects/ feedback.

Continue to utilise DRACAS to monitor and record relevant data and inform R&M RCA.

9. The initial in-service R&M case report is required for tender assessment and shall provide evidence to support claims of R&M requirements compliance and the derivation of the Contractor's strategy/plan to achieve or maintain those requirements. The initial R&M case report delivered with the tender submission shall include:

An initial evidence framework:

Claims of R&M requirements compliance

Evidence, data and analysis to support R&M compliance claims including but not limited to;

Achievement of R&M for all vessels. All assumptions made in support of R&M data are to be fully declared.

R&M requirements review and evidence to demonstrate that the Contractor has correctly interpreted the requirement.

Historical R&M data, predictions, allocations and modelling.

Alignment of data/analysis to the R&M requirements, operating profile, environmental conditions and failure definitions.

Identification of R&M drivers and identified areas where improvement can be made for both new designs and existing systems.

A description of the functional elements of the design that contribute to R&M performance including:

- I. Description of the failure tolerant capabilities, including redundancy, fallback and graceful degradation features of the design.
- II. The proposed integrated fault detection and diagnosis solution.
- III. Specific design for maintenance features.

Claims of risk mitigation.

Claims of SRL achievement.

Details of R&M LFE identified during the reporting period

10. Other R&M relevant evidence/information the Contractor wishes to include in support of their submission.

11. The initial evidence framework will show a clear link between the identified risk definition, cause, mitigation actions and the associated R&M and other activities that are planned to be undertaken to mitigate the cause, therefore establishing a clear link between risk and the R&M programme plan. The risk mitigation activities detailed within the evidence framework shall have defined outputs with detailed acceptance criteria and planned review and completion dates.

12. Where the Contractor has claimed existing evidence to mitigate an identified risk the initial case report is to provide the evidence to demonstrate that the cause will not occur, or a rationale why the cause is not relevant.

13. The initial case report is to include all available evidence, including but not limited to:

Achievement of R&M for all vessels. All assumptions made in support of R&M data is to be fully declared.

R&M requirements review and evidence to demonstrate that the Contractor has correctly interpreted the requirement.

Historical R&M data, predictions, allocations and modelling.

Alignment of data/analysis to the R&M requirements, operating profile, environmental conditions and failure definitions.

Identification of R&M drivers and identified areas where improvement can be made for both new designs and existing systems.

A description of the functional elements of the design that contribute to R&M performance including:

- I. Description of the failure tolerant capabilities, including redundancy, fallback and graceful degradation features of the design.
- II. The proposed integrated fault detection and diagnosis solution.
- III. Specific design for maintenance features.

14. The R&M Case must be reviewed and updated if:

The system is modified.

There are changes in how or where the system is used.

There are changes in the R&M requirements.

There is a deviation between actual performance and design intention.

APPENDIX D – MAINTENANCE PLAN

This PID contains the requirement for the content of the Maintenance plan.

Full Description/Product Composition

The Contractor's Maintenance plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

The Contractor shall conduct maintenance planning in accordance with Def Stan 00-45 Parts 1-3 [**Error! Reference source not found.**] using MOD recognised SA and Reliability Centred Maintenance (RCM) techniques and shall have processes to establish and design maintenance activities and requirements and declare how they will monitor and resolve failure trends and improve maintainability for the RCOPV fleet. This planning process shall lead to a fully populated maintenance plan for each product on the vessel detailing how, what, where and when all maintenance activities will be conducted and provide a plan of how the maintenance solution will be implemented. The Contractor shall obtain agreement from the Authority and relevant stakeholders that the maintenance planning meets the requirements of the project.

The Contractor's Maintenance plan shall consist of three elements:

Maintenance Strategy.

Maintenance Policy.

Maintenance Schedule.

The Contractor's Maintenance Strategy is the primary tool for developing the Maintenance plan and contributes to the optimisation of support. The Maintenance Strategy shall align to the concept of operations or concept of use for the RCOPV fleet.

The Contractor's Maintenance Policy shall detail the maintenance concept and activities to be adopted. To provide an optimised maintenance solution the Maintenance plan shall include but not be limited to:

Identification of the lines and levels of maintenance

Roles and responsibilities of Contractor staff involved in the management of the maintenance programme

Identify support requirements including but not limited to;

Facilities.

S&TE.

Special Tools and Test Equipment.

Automated Test Equipment.

The Contractor's detailed Maintenance schedule shall cover levels of support and provide a definition of the maintenance tasks associated with the system, equipment, training equipment and S&TE. This includes all mandated and recommended corrective and preventative maintenance tasks (Contractor Allocated Maintenance Periods, docking periods, surveys, etc) and the periodicity of these tasks. It shall identify where in the support infrastructure these tasks are to be performed and the skills and resources (spares,

facilities, test equipment, etc) necessary to carry out these activities. It shall be optimised through life.

The Maintenance plan shall declare how logistic data and supportability information for each maintenance task is gathered, recorded and interfaced with the Authority.

The Maintenance plan shall detail the provisions made for update and the frequency at which updates shall occur.

APPENDIX E – SOFTWARE SUPPORT PLAN

This PID – PD0005-02 identifies and describes the Software Support plan. The plan describes the application of the SA methodology to the software element of the system or equipment. It addresses:

Definition of software support package.

Impact of software on the support policy.

Identification, quantification and minimisation of support resources.

Documentation of software within the information

The principal purpose of this product descriptor is to provide the MOD with a basis for review and evaluation of the proposed Software Support plan.

Full Description \ Product Composition

The Contractor's Software Support plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

Detailed Requirements

Introduction

Identify the requirements of the Software Support plan.

Scope

Define the purpose and scope of the Software Support plan.

Describe the equipment applicable - Computer Software Configuration Items/Computer Software Units.

References

Define the policy/guidance for the software, if applicable, e.g.

DEF STAN 00-600 ILS - Requirements for MOD Projects [**Error! Reference source not found.**].

DEF STAN 00-055 - Requirements for Safety of Programmable Elements (PE in Defence Systems [16]

DEF STAN 00-056 - Safety Management Requirements for Defence Systems [17]

JSP 935 – Software Acquisition Management and Software Support

Define the relationships to other plans that contain any pertinent information, e.g. ISP. How does this Software Support plan fit in with all other plans?

Strategy

Detail any strategy or direction/guidance received from the DT or other Customer during development of the support concept/strategy.

Define the support concept.

Organisation

Define the organisational structure that will be responsible for software support. This may include Military personnel/Teams if appropriate.

Define the Contractor's programme

Define the structure of the Software Configuration Management Board (SCMB), stating its composition, responsibilities, etc - Delivery Team Leader, MTLISM, Contractor, etc.

Software Modification

Software modification falls into the following four categories:

Corrective - The diagnosis and fixing of errors, from localised changes to more fundamental design fixes.

Adaptive - Changing the software so that it can work properly in a changing environment, and can be adapted to changes in the environment, such as changes in other software, hardware or even user practices.

Perfective - Includes the addition of new functions and enhancements and changes to existing functions.

Preventative - Improving the sustainability of the software, so that future changes can be done more rapidly and easily. These include complexity reduction and activities such as refactoring, which are aimed at improving the understandability of software, without changing the externally observed functional behaviour of the software.

Change Requests

Detail how changes or suggested improvements become Software Change Requests (SCRs).

Detail how these change requests will be actioned - recording, prioritising, approval, tracking, etc.

Define how the SCMB will grant approval of change requests.

Faults

Reporting - State how problems/faults will be recorded and tracked.

Query evaluation - how will queries/faults be investigated to determine their impact on the system and its severity? what mechanisms will be used to determine if the problem is to be corrected and a SCR raised? what is the impact if the fault is not corrected - could a workaround be utilised, for example?

Corrective action - how do SCRS get logged and authority given for corrective action? how are the corrective actions carried out? indicative response times for corrective action should also be stated (if applicable)?

Implementation - define how the software update will be embodied within the platform and by whom?

Rapid response software changes

Define how any rapid response software changes will be carried out, processes, timelines, etc

Certification & qualification

Define how any software modifications will be tested and revalidated for use. How will they be cleared / released for use?

Operational Support

Define the operational support needed, e.g.

Helpdesk - define what helpdesk support is needed, e.g. 8-5 or 24/7? Detail who will provide this support and where it will be (location).

Define what processes are needed to load, re-load, replicate, copy, store, distribute and carry out any handling activity on software, firmware and data.

Mission Support

Define what data support is needed, if any. This could be mission data that requires to be uploaded prior to its use or downloaded post use.

Support Equipment & Processes

Detail any applicable equipment or processes needed for support. These should include:

Documentation.

Software engineering environment.

Software tools.

S&TE.

Software licences, Anti-Virus requirements & Intellectual Property Rights (IPR) issues.

Resources

Personnel - define any attributes the user must have, i.e. skills, rank, trade, service, security level, etc.

Training - list any training required by the user that will enable them to utilise the software applications.

Facilities - define what facilities are needed, if any. Some projects, as part of their software support, opt to have a service software team and therefore identify the need for buildings, desks, power, etc. Are any reference or test systems needed, e.g. rigs?

Safety

Detail any safety aspects related to software. If applicable, refer to the overall Safety plan.

Security

Define any security implications with the classification of software (Official, Official Sensitive, etc.). If applicable, refer to the Security plan.

Risk management

Define how risks will be managed for software. If applicable, refer to the Risk Management plan.

Quality system/assurance

Define how to ensure quality has been maintained for any software modifications. This will include additional factors, e.g. documentation, processes, etc. If applicable, refer to the Quality Management plan.

Configuration management

Define how configuration management will be applied for all software modifications. If applicable, refer to the Configuration Management plan.

Obsolescence management

Define how obsolescence will be managed for all software. If applicable, refer to the Obsolescence Management plan.

APPENDIX F – S&TE PLAN

This PID contains the requirement for the content of the S&TE plan.

The S&TE plan is the means by which the contractor effectively demonstrates how they will plan, design, deliver and monitor S&TE required to support the RCOPV DT.

Full Description \ Product Composition

The Contractor's S&TE plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

The S&TE plan identifies the policies, management effort and processes related to the identification, development, procurement and upkeep of the S&TE required to support the RCOPV fleet.

The S&TE plan shall contain the management information required to define and execute the S&TE programme. The sections shall include but are not limited to the following:

The management organisation, methodology and tasks required to assess the S&TE requirement. This includes the following:

Common hand tools.

General Purpose Test and Measuring Equipment.

Special to Type Test Equipment.

Handling equipment.

Calibration certification.

Procedures for identifying the optimum maintenance S&TE required for the various levels of maintenance. This shall include a list identifying all the S&TE required to maintain the RCOPV fleet, containing but not limited to the following information:

Item Name.

Supplier Name.

Supplier CAGE code.

OEM part number.

NATO Stock Number (NSN)

Calibration Marker.

Calibration Interval.

S&TE Material Safety Data Sheet (MSDS) (if applicable).

Hazard/Disposal impact.

Full description (including Dimensions).

Quantity required.

Justification for S&TE.

A declaration of BIT coverage with justification and evidence of the test equipment required for maintenance. This shall include any equipment's that triggers maintenance based upon measurement of specific parameters.

Procedures and justification for how optimum utilisation in existing in-service S&TE will be met. The section is to include the interfaces and data exchanges with other ILS elements.

Procedures and justification how COTS and Modified Off The Shelf (MOTS) will be used, if in-service S&TE is not suitable.

A plan with justification for how new S&TE shall be met, if existing in-service, COTS or MOTS S&TE are not suitable.

A description of the requirement of, and justification for any proposed new S&TE.

A description relating to the update process and frequency the plan will be reviewed

APPENDIX G – PHS&T PLAN

This PID contains the requirement for the content of the PHS&T plan

The PHS&T plan is the primary management tool used to establish and execute an effective PHS&T programme.

Full Description \ Product Composition

The Contractor's PHS&T plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

The PHS&T plan shall define the organisation, schedule and methodology to ensure that PHS&T functions are planned and accomplished in a timely and effective manner.

The PHS&T plan shall identify PHS&T requirements for the RCOPV fleet and document how these requirements will be met.

Maximum re-use of packaging shall be a key objective of the PHS&T programme.

The PHS&T plan shall follow guidance provided in Defence Standard 81-041 Parts 1-6 **[Error! Reference source not found.]** and shall include, but not be limited to:

A description of the management organisation, methodology and tasks required to assess the PHS&T requirement

An outline of the PHS&T programme and the plan for its implementation.

A description of the internal PHS&T management/design activities, together with its interface with other functions within the organisation.

A description of the methodology used to define PHS&T constraints in order to influence design activities, including a description of the packaging requirements based upon those constraints.

A description of the analysis to be undertaken of each unpackaged End Item in order to define PHS&T design characteristics, considerations include:

Physical characteristics.

Fragility and ruggedness.

Susceptibility to water and corrosion.

Chemical and explosive hazards posed by the item.

Susceptibility to environmental conditions such as temperature, humidity and pressure.

The ability to be transported as an underslung load.

A description of the methodology used to ensure PHS&T aspects are integrated into each vessel, Software and Support elements design and that all such matters are adequately documented to provide traceability of design decisions.

A description of the process required to identify PHS&T special items including the specific management procedures required to ensure common packaging is utilised wherever possible. All expectation shall be agreed with the Authority.

A description of the process required to identify the system's spares and consumables that have shelf lives shorter than the planned service life.

A description how performance of the packaging will be or has been evaluated.

A description how storage requirements defined by this analysis shall be interfaced with the handling and transport analyses to ensure that any handling/transport requirements such as lifting requirements are included in the storage analysis and vice versa.

A description of the analysis of all storage requirements, including any special storage requirements/precautions shall be conducted. The analysis shall identify suitable conditions, methods of storage, items of supply requiring in-store maintenance and any S&TE required to conduct in-store maintenance.

A description of the process through which all safety related information essential to the safe handling, storage, transportation and use of all such material supplied in the contract is to be recorded.

A description of the methodologies to be implemented with respect to marking and labelling both the End Item and its associated packaging.

A description of the methodologies employed to satisfy environmental concerns, in particular the provision of evidence that wooden items used for packing or dunnage conform to ISPM15.

Details of disposal instructions for packaging.

APPENDIX H – SHORE FACILITIES PLAN

This PID contains the requirement for the content of the Facilities plan

The facilities plan is the primary management tool used to establish and execute an effective facilities management programme.

Full Description \ Product Composition

The Contractor's Shore Facilities plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

The Shore Facilities plan shall define the organisation, schedule and methodology to ensure facilities management functions are planned and accomplished in a timely and effective manner. The plan shall also define the facilities requirements for the RCOPV fleet and how these requirements shall be met.

The role of the Contractor is to identify the infrastructure and facilities required for the RCOPV fleet.

The Shore Facilities plan shall include but not be limited to:

An outline of the facilities management programme and the plan for its implementation.

A description of the internal facilities management and its interface with other functions within the organisation.

A description of the management activities to be undertaken and the interface with other parts of the project.

A description of the methodology to be used/has been used to ensure the RCOPV fleet facilities aspects are identified for each RCOPV vessel.

A detailed description of the infrastructure and resources required to support all maintenance tasks relating to all levels of repair for the RCOPV fleet.

An assessment of the infrastructure and resources currently available to enable gap analysis to be conducted and addressed if required.

A description how maximum reuse of current facilities will be realised.

A description how requirements will be met using adaptable or multi-functional facilities. The need for purpose-built facilities will be avoided or reduced to a minimum.

Description of the process through which all safety related information resulting from the facilities analyses shall be recorded.

Any security implications relating the facilities used by the Contractor to carryout Maintenance.

APPENDIX I – Technical Documentation Management Plan (TDMP)

This PID – PD2001-01 identifies and describes the TDMP. The TDMP shall explain the general procedures, terms and conditions governing the planning, selection, preparation and delivery of documentation required for the maintenance, operation and training support of the equipment.

The TDMP is used by the MOD to evaluate, monitor and accept the production of the Contractor's technical documentation.

The Contractor shall ensure all Technical Documentation required for the safe operation and maintenance of the RCOPV fleet is produced in a format which enables seamless upload to UMMS.

Full Description \ Product Composition

The Contractor's TDMP plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

If there is no data or text requirement in any of the sections or subsections, the Contractor will enter 'NOT APPLICABLE' and justify the reasons.

The TDMP shall follow the content as listed below. It shall detail the timescales for the required deliverable.

Detailed Requirements

The TDMP shall include as applicable:

A description of the method for updating/reviewing existing or new documentation.

The system for utilisation of information from SA, operational requirements data, engineering data, operator data (including Operational Defects (OPDEF)) and test data.

Methods for achieving consistent and common use of data.

Use of standards and specifications.

How the integration and associated activity, and Sub-Contractors' efforts, are related and controlled.

Documentation distribution methods.

First verification procedures.

Second verification procedures.

In-Process Review procedures, controls and schedules.

System for storage and retrieval of data and method to prevent duplication of data already developed.

Documentation preparation and control.

Method of handling routine and priority changes and supplements.

Documentation status reporting.

Control of classified information.

Methods of incorporating engineering changes, and instructions/information furnished by the MOD, for inclusion in documentation.

A statement of the method by which a determination will be made in the following areas:

Identification of existing MOD documentation that covers the equipment's required by the Contractor, or can be made suitable through supplements, changes or revisions.

Identification of existing commercial documentation that covers the referenced equipment or can be made suitable through the preparation of supplements.

Identification of equipment's which require new documentation for acceptable support.

Identification of risks to the successful completion of the documentation effort, particularly those factors not within the control of the technical documentation organisation, and associated proposals for risk containment.

The plan shall include a brief description of the contents of each deliverable or groups of deliverables. These descriptions shall include:

References to specific sections of the applicable specification to indicate the extent of compliance and non-compliance with the requirements.

Any special features or innovations of this documentation programme.

Projected requirements for new presentation techniques based upon peculiarities of equipment configurations and design.

Procedures used to ensure the schedule for release of documentation recognises any interrelated document dependencies.

An indication of the guidance sections that shall be treated as mandatory shall be identified as an annex to the TDMP.

APPENDIX J – SUPPLY SUPPORT PLAN

This product description – PD3002-01 provides the supply support elements of the ILSP.

The Supply Support plan is the means by which the contractor effectively demonstrates how they will plan, design, deliver and monitor supply support to the RCOPVs.

Full Description \ Product Composition

The Contractor's Supply Support plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

Introduction

Principles

Aim

Scope

Supply support organisation

Departmental responsibilities

General strategy, e.g. Proposed policy or options to be considered including the supply of any spares package

Schedule of supply support milestones

Stakeholder management

Monitor and evaluation of through-life supply support - Refer to the use of modelling tools to identify the most economic repair parts and spares package needed to support the operation and maintenance of the equipment at all maintenance levels in conjunction with the SA activities

Project supply documentation including Illustrated Parts Catalogues and/or Illustrated Spare Parts Lists. Processing of the Maintenance Planning data to identify the spares to be included in the Technical Documentation.

IP in accordance with Defence Conditions (DEFCON) 82 [**Error! Reference source not found.**] - detailed requirements for:

IP responsibilities - Define the procedures for electronic spares procurement.

IP guidance conferences.

Pre-Assessment Meetings and timescales.

Initial Provisioning List (IPL) compilation -the level of breakdown; the presentation, size and number of IPL; the management and interpretation of specific data elements; and parts data commonality.

The preparation, process, presentation and layout of IPLs.

The preparation, control and distribution of illustrations.

Updating of IP data - the management and administration of updates and corrections.

The generation, format and management of observations.

The structure and format for the Electronic Data Interchange (EDI) in accordance with Defence Form (DEFFORM) 30 **[Error! Reference source not found.]**.

NATO codification - Responsibilities for codification and definition of procedures and processes to be used to identify those that need codification in accordance with DEFCON 117 **[Error! Reference source not found.]**.

Order Placement – eProcurement procedures.

Re-provisioning/Inventory management & optimisation.

Pipeline times - Briefly describe Software Support plans for crisis/war.

Packaging including the use of Special to Type Containers (STC) in accordance with DEFCON 129 **[Error! Reference source not found.]**.

Handling – Mechanical Handling Equipment requirements and transportability.

Storage/Shelf-life requirements.

Transportation.

Delivery arrangements.

Labelling/Bar Coding in accordance with DEFCON 129 **[Error! Reference source not found.]**.

Soft Consumables.

Health and Safety (MSDS in accordance with DEFCON 68 (Supply of Data for Hazardous Articles, Materials and Substances) **[Error! Reference source not found.]** and DEFCON 624 (Use of Asbestos in Arms, Munitions or War Materials) **[Error! Reference source not found.]**. must be included in all ITNs

Accounting for Property of the Authority in accordance with DEFCON 694 **[Error! Reference source not found.]**

Engineering Drawing Provision.

APPENDIX K – DISPOSAL PLAN

This PID contains the requirement for the content of the Disposal plan.

The Disposal plan is the primary management tool used to establish and execute an effective Disposal programme

Full Description/Product Composition

The Contractor's Disposal plan clearly shows how the Contractor uses the supportability elements to achieve the platform availability requirements. It shall include clear statements of how the element plans interact and combine to achieve availability.

The Disposal plan shall include, but not limited to the following:

- Introduction, Background, Purpose, Aim, Scope and Objectives

- Narrative of the approach to analysis, methodology, management and documentation relating to the disposal of the asset

- Disposal Strategy including but not limited to:

 - Disposal strategy options (including justification following review).

 - Policies on disposal including MOD/Government, National/International legislation.

 - Redeployment of spares

 - Sale of 'precious spares'

 - Recovery of 'precious spares'

 - Return of spares to supplier

 - Disposal at cost to Authority

 - Inventory of hazardous materials

 - Inventory of Assets Subject to Special Controls (ASSC)

 - Recycling

 - EOL disposal considerations.

 - Details of current disposal processes.

 - Identification of potential surplus spares in Contractor solution.

 - Market Analysis for onward sales work with DESA

 - Repair/Overhaul or Dismantle considerations.

 - Equipment Run-down considerations including but not limited to:

 - Steps to reduce modifications and design changes

 - Safety impact statement

Ensure maintenance strategy is reviewed to reduce future maintenance requirements

Assess whether equipment, including that in storage, may be subject to Spares Recovery

Provide clear link with obsolescence management activities and Obsolescence plan

Provide clear instructions for delivery teams regarding removal of equipment ensuring inventory systems are amended to show disposals

Schedule for Disposal plan reviews to ensure changes remain valid and in line with current legislation and MOD Policy, prior to its implementation ensuring DESA are included in the review and sign off process.

Details for the planning for and maintenance of records of disposal action, including such aspects as sales invoices, Contractors/sites used, and details of items disposed of.

Details of delegated sales/disposal outside of DESA remit i.e. protectively marked storage media.

Details of any approved commodity based commercial storage and marketing agreements.

Demilitarization process and applicability.

Disposal of data requirements, including but not limited to:

Security considerations for sale to foreign nations

Archiving of data

Zeroization process

Disposal of read-only memory (ROM) and Random-Access Memory (RAM)

Disposal of Power supplies with identified 'in-built' memory

Disposal of displays with 'burnt on screen' information

Disposal of paper-based Government Identifiable Information (GII)

Declassification of spares

Details of restrictions imposed on disposal of equipment containing Assets Subject to Special Controls (i.e. International Traffic of Arms Regulations) must be identified.

The impact of any IPR which may constrain the disposal process.

A statement on any obsolescence issues and how these may impact disposal by resale.

A risk and opportunities log for disposal including treatment/mitigation measures.

Accounting process for disposal of equipment and spares.

Training requirements for disposal activities.

Through life disposal cost breakdown.

Disposal LFE.

APPENDIX L – AUTHORITY DISPOSAL PLAN



APPENDIX M

NOT USED

APPENDIX O - PROCESS FLOW K COURSES



SCHEDULE 1 ANNEX B

STATEMENT OF TECHNICAL REQUIREMENTS

1. INTRODUCTION

The Statement of Technical Requirements (SoTR) sets out the Technical Requirements for Batch 2 RCOPV Vessels. Below is an explanation of each column within the SoTR.

SERIAL NO

This column provides a unique identifier for the requirements and should not be adjusted by the Contractor. It allows the Authority to traceback the requirement to the original User Requirements.

REQUIREMENT

This column sets out the Authority's requirements for RCOPV FS which have been broken down into the following sections:

Platform Availability
Assets Subject to Special Controls (ASSC)
Certification
Change Management
Training
Communications
Compliance
CONDO
Configuration Management
Contingency
Data Capture
Disposal
Not Used
Engineering Support
IPR
Maintenance execution
Maintenance Management
Maintenance Planning
Obsolescence
PHS&T
Quality
Reporting
Resources
S&TE
Safety & Environmental
Security
Software Support
Supply Support
Technical Documentation
Plans

Service Continuity
Transition

Social Value
Risk
Insurance

MEASURE OF PERFORMANCE (MoP)

This column:

1. quantifies the requirement / constraint.
2. defines the essential minimum required level of performance Threshold.

FREQUENCY

This column determines the frequency of the requirements, this may be an activity that is required throughout the contract or at specific dates/periods. Any Requirements such as Plans, Reports and Demonstrations should be cross referenced against the CDRL (Schedule 1 Annex C).

The Contractor shall perform each of its obligations set out below in accordance with the terms of this Contract: [REDACTED]

Schedule 1 – Annex C

Contract Data Requirements List (CDRL)

References:

OPV FS ILSP

OPV FS Statement of Technical Requirements (SoTR)

Introduction

The information set out in the table at Appendix represents the plans, reports and information required for delivery by the Contractor pursuant to this Contract. The details of each item can be found in the references above.

Column Details:

Column (a) – Work Stream. This identifies the item in question, be that a plan, report, demonstration etc.

- **Column (b) – For.** This identifies if the item is required for the Contract or for each vessel. i.e. If a document is required for each vessel then it should be either a separate document/report or it should be possible to identify with ease within the item which vessel it relates to.

Column (c) – Format. This identifies how the document is to be delivered but may refer to the requirements for things such as Modelling Data.

- **Columns (d, e and f) – Due Dates.** This is the date the Authorities requires delivery of an item.

Column (g) – Update review/periodicity. This is the periodicity at which the artifact is either reviewed/updated. Once reviewed the item shall be delivered to the Authority for review and acceptance.

a	b	c	d	e	f	g
Plans						
Work Stream - Plans/Reports	For	Delivery	Draft Due	Updated Draft	Final	Update/Review Periodicity
		Format				
Integrated Support Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response	11 weeks prior to the BSC Date	2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
R&M Case Study(Report)	Contract	PDF (electronic)			4 weeks prior to FSC Date	If design change required
Shore Facilities Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response	11 weeks prior to the BSC Date	2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
PHS&T Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response	11 weeks prior to the BSC Date	2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
Configuration Management Plan (Hardware and Software)	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
Software Support Plan	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
Obsolescence Management Plan (OMP)	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
Supply Support Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response	11 weeks prior to the BSC Date	2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
S&TE Plan	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager
Maintenance Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response	11 weeks prior to the BSC Date	2 weeks prior to the BSC Date	Reviewed Yearly & delivered to the Project Manager

Disposal Plan	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	2 Yearly & delivered to the Project Manager
Exit Management Plan	Contract	PDF (electronic)			12 months after the Commencement Date	No later than twenty-four (24) months prior to the Expiry Date or within twenty (20) Business Days after service of a Termination Notice, the Contractor will submit for the Authority's approval the Exit Plan in a final form.
Technical Publications Management Plan	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	2 Yearly & delivered to the Project Manager
Transition Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response	3 weeks after the Commencement Date	9 Weeks after the Commencement Date	If the plan changes during transition.
Spares Modelling Data	Contract	Microsoft Office 365 suite	Provided as part of the Contractor's ITN Response	12 weeks prior to the BSC Date	2 weeks prior to the BSC Date	Reviewed if any new design changes are made to the vessels as part of an Ad-hoc tasking in Work package 2 & delivered to the Project Manager
Certification Compliance Plan	Contract	PDF (electronic)	4 Weeks after the Commencement Date		On the BSC Date	Adhoc - reviewed yearly & delivered to the Project Manager
Deliverable Quality Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response		On the Commencement Date + 12 Weeks	Reviewed Yearly & delivered to the Project Manager

Safety & Environmental Management Plan (SEMP)	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response		On the Commencement Date + 4 Weeks	Reviewed Yearly & delivered to the Project Manager
Ship Specific Coatings Maintenance Plan	Contract	PDF (electronic)	Commencement Date		8 Weeks after the Commencement Date	Live
E3 management Plan	Contract	PDF (electronic)				Ad-Hoc
Spectrum Management Plan	Contract	PDF (electronic)				Ad-Hoc
Standardisation Management Plan	Contract	PDF (electronic)				Ad-Hoc
Engineering Management Plan	Contract	PDF (electronic)				Ad-Hoc
Service Continuity Plan	Contract	PDF (electronic)	8 Weeks after the Commencement Date		2 weeks prior to the BSC Date	Reviewed Yearly and delivered to the Project Manager
Risk & Opportunities Management Plan	Contract	PDF (electronic)	Provided as part of the Contractor's ITN Response		Service Start Date	6 monthly Review

Security Case - Security Management Plan (SMP) - Class System Assurance Register (CSAR) - Class Risk Management and Accreditation Documentation Set (RMADS)	Contract	PDF (Electronic)	Commencement Date		BSC plus 9 weeks	2 Yearly & delivered to the Project Manager
Reports/Demonstrations and others						
Work Stream - Plans/Reports	For	Delivery	Draft Due	Updated Draft	Final	Update/Review Frequency
		Format				
Environmental Case Report (ECR)		PDF (electronic)				Reviewed Yearly
Safety Case		PDF (electronic)				Reviewed Yearly
Safety & Environmental Case Report (Input)	Contract	PDF (electronic)				Ad-hoc
Obsolescence Report		Excel/Excel (electronic)				Quarterly
Availability Report		Excel (electronic)				Monthly
Deficiencies Report		Excel (electronic)				Monthly
Performance Reports and Presentations		PDF (electronic)				6 Monthly

OPDEF Defect Report (Database)		Excel (electronic)				Live or Weekly
Stores delivery/demand Report		Excel (electronic)				Live or Monthly

Schedule 1 – Annex D

Contractor Allocated Period Activities in the Indo-Asian Pacific Region Support Zones

[REDACTED]

SCHEDULE 1, ANNEX E

Offshore Patrol Vessels Future Support (OPV FS)

Configuration Management Plan



SCHEDULE 1 ANNEX F

Offshore Patrol Vessels Future Support (OPV FS)

Obsolescence Management Plan



Annex A In-Service Obsolescence Management Process



Annex B – Not Used.

ANNEX C – OM TRACKING REQUIREMENTS

The tables below are the minimum requirement for how the Contractor will manage and track Obsolescence activities, the Risk Matrix to be applied and a list of critical CAT A and CAT B systems on the Batch 2 RCOPV.

The Major Equipment to be monitored will be inclusive and limited to the equipment which has been categorised as either Category A or Category B items. Government Owned Assets (GOA) items which fall within Category A or Category B will not be monitored or reported upon, as GOA will always remain the remit of the Authority in terms of ownership and therefore obsolescence.

[illegible]

Table 1 Minimum Requirement for OM Tracker Register

Impact Definitions					
Rating -->	Very Low	Low	Moderate	High	Very High
Cost Impact of Threat	Insignificant cost increase	<5% cost increase	5-10% cost increase	10-20% cost increase	>20% cost increase
Cost Impact of Opportunity	Insignificant cost reduction	<1% cost decrease	1-3% cost decrease	3-5% cost decrease	>5% cost decrease
Schedule Impact of Threat	Insignificant slippage	<1 month slippage	1-3 months slippage	3-6 months slippage	>6 months slippage
Schedule Impact of Opportunity	Insignificant improvement	<1 month improvement	1-2 months improvement	2-3 months improvement	>3 months improvement
Probability	1–9%	10–19%	20–39%	40–59%	60–99%

Table 2 Impact Definitions

Risk Matrix						
Probability Rating	5 - Very High	5	10	20	35	50
	4 - High	4	8	16	28	40
	3 - Moderate	3	6	12	21	30
	2 - Low	2	4	8	14	20
	1 - Very Low	1	2	4	7	10
		Very Low	Low	Moderate	High	Very High
		Impact Rating				

Table 3 Risk Matrix

CATEGORY A ITEMS	
SUPPLIER	EQUIPMENT
ADI Mechanical Ltd	Pipe Jackets & Heaters
Aerollautical & General Instruments Ltd	Flight Deck Landing Aids
BAE Systems Naval Ships	Combat Management System
Blunox A/S	Selective Catalytic Reduction System
Cathelco Ltd	Cathodic Protection
Desmi Ltd	Helicopter Refuelling System
Digital Power Ltd t/a Gresham	Helicopter Starters
Evoqua	Sodium Hypochlorite System
Fender Care Ltd	Deck Equipment
Finning (UK) Ltd	Main & Emergency Generators
Humber Electrical Engineering	Electricals
Hyde Marine Inc	Ballast Water Treatment Plant
J&E Hall Ltd	HVAC
J&E Hall Ltd	Chilled Water Plant
Macgregor Hatlapa GMBH & Co. KG	Steering Gear
Man Diesel and Turbo SE	Propulsion Diesel Engines
Marine Electronic Systems Ltd	Navigation & Internal and External Comms
Marioff Corporation Oy	HI-FOG Fire Protection (Sprinkler) System
MSI Defence Systems Ltd	30mm Gun
Naiad Dynamics UK Ltd	Stabilisers
Pall Europe Ltd	Reverse Osmosis Plant
Servowatch System s Ltd	IPMS
TERMA A/S	Surveillance Radar
Tyco Fire & Integrated Solutions (UK) Ltd	Fire Detection System & Rapid Reaction Spray
Veth Propulsion B.V.	Bow Thruster
Wartsila France S.A.S.	Main Shafting & CPP
ZF Marine GMBH	Main Propulsion Gearbox

Table 4 B2 OPV Category A Systems

CATEGORY B ITEMS	
SUPPLIER	EQUIPMENT
Babcock Integrated Technology	Helicopter Landing Grid
Bolton Gate Company Ltd	Rolle Shutter
Bonds Foundry Company Ltd	A-Brackets & Stern Tube Assembly
GEA Mechanical Equipment UK Ltd	Bilge Water Treatment Plant
Indal Technologies INC	Tie Down Plates for Helicopter
Kemel Europe Ltd	Rudder Stock Seal
M.E.P Pellogrini MAR EQ SRL	Capstans and Main Crane
MRH Marine Ltd	Vacuum Toilet System
Sauer Compressors (UK) Ltd	Compressors
Tencate Advanced Armour UK Ltd	Armour
Vestdavit AS	Davits
Wartsila Water Systems	Sewage Treatment Plant

Table 5 B2 OPV Category B Systems

Glossary OF TERMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition	Remarks
CADMID	Concept, Assessment, Development, Manufacture, In-Service, Disposal	
CM	Configuration Management	
DE&S	Defence Equipment & Support	
DLF	Defence Logistics Framework	
DT	Delivery Team	
EEZ	Exclusive Economic Zone	
EON	Equipment Obsolescence Number	
FS	Future Support	
ILS	Integrated Logistic Support	
ILSP	Integrated Logistic Support Plan	
IP&S	Interfacing Programmes and Systems	
KiD	Knowledge in Defence	
LCN	Logistic Control Number	

LRU	Line Replaceable Unit	
LTB	Lifetime Buy	
MSO	Maritime Security Operations	
MoD	Ministry of Defence	
MSDS	Materiel Safety Data Sheets	
NSN	NATO Stock Number	
OEM	Original Equipment Manufacturer	
OM	Obsolescence Management	
OMP	Obsolescence Management Plan	
OPV	Offshore Patrol Vessel	
OSD	Out of Service Date	
QAMP	Quality Assurance Management Plan	
RCOPV	River Class Offshore Patrol Vessel	
RN	Royal Navy	
SAR	Search and Rescue	
TOMCAT	Total Obsolescence Management Capability Assessment Tool	
ToR	Terms of Reference	
WLC	Whole Life Costs	

Schedule 1 – Annex G

Safety and Environmental Management Plan (SEMP)

1.	INTRODUCTION.....	Error! Bookmark not defined.
1.1.	OVERVIEW.....	Error! Bookmark not defined.
1.2.	DOCUMENT SCOPE & APPLICABILITY	Error! Bookmark not defined.
1.3.	RELATIONSHIP TO OTHER DOCUMENTS.....	Error! Bookmark not defined.
1.4.	REVIEW AND UPDATE OF THIS DOCUMENT	Error! Bookmark not defined.
1.5.	Ships OC Business Procedures and Desk Instructions ...	Error! Bookmark not defined.
2.	H&P SAFETY AND ENVIRONMENTAL PROTECTION ORGANISATION	Error! Bookmark not defined.
2.1.	ORGANISATION INTRODUCTION	Error! Bookmark not defined.
2.2.	DUTY HOLDERS.....	Error! Bookmark not defined.
2.3.	S&EP COMPETENCE REQUIREMENTS.....	Error! Bookmark not defined.
2.4.	NSS-HP DELIVERY TEAM Organisational Overview	Error! Bookmark not defined.
2.5.	NAVAL SHIPS SUPPORT	Error! Bookmark not defined.
2.6.	EQUIPMENT AUTHORITIES.....	Error! Bookmark not defined.
2.7.	COMBAT SYSTEMS DESIGN AUTHORITY (CSDA)	Error! Bookmark not defined.
2.8.	SUPPORT CONTRACTORS	Error! Bookmark not defined.
2.9.	TYPE AIRWORTHINESS AUTHORITY (TAA)	Error! Bookmark not defined.
2.10.	NAVAL AUTHORITY GROUP	Error! Bookmark not defined.
2.11.	NAVAL BASES	Error! Bookmark not defined.
2.12.	ADDITIONAL STAKEHOLDERS.....	Error! Bookmark not defined.
2.13.	REGULATORY REGIME INTERFACE ARRANGEMENTS.....	Error! Bookmark not defined.
2.14.	ORGANISATIONAL CHANGE MANAGEMENT.....	Error! Bookmark not defined.
3.	Safety and environmental PROTECTION Arrangements..	Error! Bookmark not defined.
3.1.	ARRANGEMENTS INTRODUCTION.....	Error! Bookmark not defined.
3.2.	SENIOR MANAGEMENT AND GOVERNANCE ARRANGEMENTS...	Error! Bookmark not defined.
3.3.	H&P SAFETY AND ENVIRONMENTAL COMMITTEES.....	Error! Bookmark not defined.
3.4.	SAFETY AND ENVIRONMENTAL CASES	Error! Bookmark not defined.
3.5.	LEGISLATIVE COMPLIANCE	Error! Bookmark not defined.
3.6.	DESIGN CHANGE	Error! Bookmark not defined.
3.7.	MATERIAL STATE	Error! Bookmark not defined.
3.8.	ASSUMPTIONS AND DEPENDENCIES	Error! Bookmark not defined.
3.9.	DOCUMENTATION MANAGEMENT.....	Error! Bookmark not defined.
3.10.	INCIDENT REPORTING & ANALYSIS.....	Error! Bookmark not defined.
3.11.	EMERGENCY RESPONSE	Error! Bookmark not defined.
3.12.	SAFE AND ENVIRONMENTALLY COMPLIANT OPERATING ENVELOPE	Error! Bookmark not defined.
3.13.	CERTIFICATION.....	Error! Bookmark not defined.

3.14.	FLEET TIME AND NON-FLEET TIME S&EP ARRANGEMENTS ...	Error! Bookmark not defined.
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PLATFORM AUTHORITY

SAFETY & ENVIRONMENTAL PROTECTION STATEMENT



Schedule 1 – Annex H

Government Furnished Assets

Government Furnished Assets (GFA)

GFA is 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 MOD. Table 1 identifies the items of equipment that the Authority has determined are GFA, The Contractor shall be handed over all agreed GFA and be responsible for all aspects of support for GFA for the duration of the Contract.

Additional Information

The following information applies to all GFA. GFA shall be handed over to the Contractor after service start date.

Description

The description of each item is contained within the Spreadsheet provided, it includes Specification (form, fit and functionality), NATO Stock Number or Manufacturer's Part Number, or other description or reference that clearly identifies the item supplied. If this information is not available in the Spreadsheet it will be contained in MJDI.

Quantity

As per Table 1

Terms of Loan

The contractor will be responsible for the management, storage, upkeep, reprovioning and delivery of these items and the return of items to the Authority at the end of the contract term.

Date of supply and return

In accordance with the T&Cs of this Contract, the items will be supplied to the Contractor at the start of the contract and returned to the Authority at the end of the contract term. The Contractor shall be charged for all discrepancies at hand over if not agreed as part of the exit strategy at the end of the contract.

Location of Supply

To be agreed at contract award

Reporting

The Contractor shall report on all GFA as per DEFCON 694 – Accounting For Property Of the Authority.

Maintenance Responsibilities

The Contractor shall be responsible for any maintenance of items as per the requirement of each item in the Spreadsheet including calibration, repair, maintenance, overhaul.

Replacement Responsibilities

The Contractor shall be responsible for the replacement of any GFA used or replaced as part of any maintenance activities.

The Contractor shall be responsible for any GFA requiring replacement to remain in line with the Vessels CAL.

Responsibility for delivery/return

Unless mutually agreed beforehand the Authority shall be responsible for the initial delivery of GFA to the Contractor. The Contractor shall be responsible for the receipt of GFA and the return to the Authority.

Packaging issues

The Contractor is responsible for ensuring items are packaged accordingly so that items are received by the Authority in a serviceable state. Any packaging issues shall be brought to the attention of the Authority in the relevant meeting if required. At the end of the contract term all GFA is to be returned, packaged as per their PHS&T Plan.

Disposal Arrangement

The Contractor is to ensure all the correct disposal of items in line with current regulations, and in accordance with the items classification. Any items which the Contractor is unclear as to the disposal requirements should be brought to the Authority's attention as soon as is practicable.

Termination of Contract

At termination of the Contract the Contractor shall be required to hand back to the Authority all GFA in the same condition and range and scale as agreed with the Authority. Any deviation will be agreed with the Authority before return of all GFA.

Table 1 – In Scope GFA

Supplier	OEM PART NUMBER		NSN		Description	D OF Q	Q T Y
		IMC	NSC	NIIN			
<div></div> <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	

Schedule 1 – Annex I
Security Aspects Letter (SAL)

Defence Equipment and Support
Ash2b, #3229
MOD Abbey Wood,
Bristol BS34 8JH

—
—**Date of Issue:** 08/06/2022

For the attention of:

UK DOCKS MARINE SERVICES NORTH LTD

ITT/CONTRACT NUMBER & TITLE: 701576553 Provision of River Class Batch 2 Offshore Patrol Vessels (OPV) Support

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute 'SECRET Matter' for the purpose of the DEFCON 659A Security Clause and OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (See guidance below) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION

(Note: Add more rows as required)

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:

- a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

8. If you require access to information or assets classified SECRET or above at the tender stage you must provide the MOD Contracting Authority with the personal details of the other members of your company to whom you need to disclose information classified SECRET or above in order to complete your Tender. The number of such other individuals should be restricted to the fewest possible, and they should not in any case be allowed access to information or assets classified SECRET or above until they have been granted the appropriate security clearances.

9. Contact details for the MOD Project Security Officer (PSyO) (responsible for the co-ordination of effective security measures throughout the Project/Programme) are included below:

Yours
faithfully

Copy via email to:

[ISAC-Group \(MULTIUSER\)](#)

[SPO DSR-IIPCSy \(MULTIUSER\)](#)

[ISS Des-DAIS-SRAAcc4-IA](#)

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: SPODSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.

3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the "*need to know*" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the

purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a “*need-to-know*”, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior

approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Page Break

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of "*least privilege*" will be applied to System Administrators. Users of the IT System (Administrators) should not conduct 'standard' User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be "*strong*" using an appropriate method to achieve this, e.g. including numeric and "*special*" characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites⁴. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

JSyCC WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

JSyCC Out of hours Duty Officer: +44 (0) 7768 558863

Mail: JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS

007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display hardware that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Schedule 1 – Annex J

Governance and Contract Management

Contract Governance

This Contract shall be governed through a number of joint meetings between the Contractor and the Authority, as defined in Table A of this Annex, of which both parties will comply and actively participate within. The aim of the meetings is to enable effective delivery performance in accordance with the terms and conditions of this Contract.

The key principles which will inform the functioning of the meetings are:

1. The involvement and engagement of the necessary stakeholders

A joint, agile approach to decision making; and

Two-way transparency of information to ensure fast and effective decision making.

2. Contract Meetings

The Contractor shall attend the defined progress meetings (Table A) at the frequency and times specified (Table B) in this schedule.

The Authority's Project Manager (PM), as defined in the DEFORM 111, or delegated representative, and team members shall attend each meeting.

The Contractor's PM, or delegated representative, shall be required to attend each meeting supported by personnel suitably qualified to cover the matters arising during the meeting.

All meetings will be held at a location agreed between the Contractor and the Authority as defined in Table A of this schedule.

Organisational responsibility of the meetings will be held by the defined lead in Table A. This will include managing attendance, venue, and distribution of the agenda 5 (five) working days prior to the meeting. All meeting agendas will be agreed with the Authority before final circulation.

6. Responsibility for making a record of the discussions, decisions, and actions of the meeting will be held by the defined lead in Table A, or delegated personnel within the lead party. Where the lead party is the Contractor, the draft record of the meeting will be forwarded to the Authority Chairperson within 3 (three) Business Days of the meeting. Both Parties will work together to issue the final record of the meeting within 5 (five) Business Days of the issue of the draft record to the Authority by the Contractor.

7. Further to the meetings defined in Table A, additional meetings to support the transition and exit phases of the contract will be required as detailed within Annex D (Transition plan guidance). Additional meetings may also be necessary on an ad-hoc basis for support of the Services as agreed between both Parties.

The Authority shall not be liable for any costs or expenses related to the meeting set out in this Annex (including ad hoc meetings). Any such costs and/or expenses related to all such meetings shall be deemed to be included within the contract price. If a different location is required for any contract meeting, as defined in Table A, each party shall bear its own associated costs for attendance of the same.

3. Terms of Reference (ToRs)

Terms of Reference for each meeting in Table A shall be generated by the Authority and agreed by both Parties no later than 2 (two) weeks before the Basic Support Capability (BSC) Date. In the event of disagreement about the content of the Terms of Reference for any such meeting, the Authority's decision will be final.

The Terms of Reference for each meeting shall include, as a minimum:

Roles and responsibilities.

Required attendees.

Ways of working.

Location.

Required inputs and outputs.

Frequency and potential duration of meetings.

3. Prior to issue of the agenda referred to in Paragraph 2.5., the contents of the agenda and required "inputs and outputs" for a meeting can be varied, acting reasonably, in agreement by both Parties. The timeframes for issue of "inputs" and "outputs set out in the relevant Terms of Reference shall apply unless otherwise agreed by both Parties acting reasonably, having regard to the materials to be provided, conflicts with any other meetings, and the priority of the affected meetings.

Table A

Serial No.	Meeting Title	Scope	Meeting Lead	Chair	Inputs	Location	Attendees
	Commercial Governance						
1	Annual contract and financial review	Strategic review of contractual and financial management performance across the service including annual KPI review and confirmation all outstanding reviews/reports are completed in line with the CDRL.	Authority - Head of H&P	Authority - Head of H&P	Annual performance report	Bristol	Authority and contractor team leaders, Commercial managers, project managers and Navy Command customer representation.
2	Monthly contract and financial review	Monthly review of contractual and financial management performance across the service including Obligations Tracking; Issues Log; Risks; Invoicing; Financial Reporting; Adhoc/RE/Training tasks and updates (including future events, pipeline activity).	Authority – H&P Senior Commercial Manager	Authority – H&P Senior Commercial Manager	Obligations tracking	Online or Bristol (if requested by the Authority).	Authority and contractor Commercial managers with project managers by invitation.
3	Service Management Review	To review service management performance across the service including Performance (MI); KPIs; Trends (Root Cause Analysis); Service Risks; Added Value; Innovation; Customer Satisfaction.	Authority – H&P Programme Manager	Authority – H&P Programme Manager	Monthly Availability and OPDEF reports Performance reports and presentation (every 3 months) Stores delivery demand report	Bristol or Contractors Office	Authority and contractor Commercial & Project Managers.
	Technical Governance, Planning & Working Groups						

4	OPDEF & Defect review	For the agreement and application of Service Credits/Debits and review S2022 progress.	Contractor		OPDEF defect reports	Contractors Office	Authority and contractor Project Managers.
5	Class Issues meeting	To review current design & operating issues (including Obsolescence Register Review).	Authority - H&P Programme Manager	Authority - H&P Programme Manager		Bristol or Contractors Office	Authority and contractor Project Managers including Lloyds.
6	Project Safety & Environment Committee (PSEC)	Safety & Environmental Committee meeting with all contract stakeholders to achieve project safety endorsement	Authority - H&P Platform authority	Authority - H&P Platform authority		Bristol	Authority Operating Duty Holder and chief engineer, contractor chief engineer and safety manager.
7	Project Safety & Environment Working Group (SEWG)	To discuss contract safety and environmental issues & conduct a rolling Hazard Review	Contractor			Contractors Office	Authority safety manager, design authority representative, contractor safety manager, and project manager.
8	Operating Safety Statement Review (OSSR)	Assurance meeting to provide evidence to allow ODH statement that respective vessel is safe to operate.	Authority			Online or HM Naval Base Portsmouth	Authority Operating Duty Holder and chief engineer, contractor chief engineer and safety manager.
9	Hazard identification meeting	Identify, review, evaluate and resolve hazards	Contractor			Online	Authority Operating Duty Holder and chief engineer, contractor chief engineer and safety manager.
10	Programme planning Meeting	With the Fleet Programmer to agree the future rolling ships programme and maintenance locations	Contractor			Bristol or HM Naval Base Portsmouth under secret classification.	Authority and contractor project managers and FLEET programmer.
11	Pre-programme planning meeting	To discuss future rolling ships programme and maintenance locations	Contractor			Bristol or HM Naval Base Portsmouth under secret classification.	Authority and contractor project managers

12	Design control board	Review of capability insertion requirements and change impact assessment of alterations and additions (A&A).	Authority – H&P Platform Chief Engineer	Authority – H&P Platform Chief Engineer		Bristol or Contractors office	Authority Platform Chief Engineer, design authority representations, and contractor project managers, chief engineer.
13	Obsolescence management review	Identify current and future obsolescence items and required action	Authority – H&P Platform Chief Engineer	Authority – H&P Platform Chief Engineer	Obsolescence management review	Bristol or Contractors office	Authority Platform Chief Engineer, design authority representations, obsolescence manager and contractor project managers, chief engineer, and obsolescence manager.
14.	Transition Working Group	<p>Held from Contract Award to FSC, and beyond if required, the Transition Working Group is a formal gathering held to discuss transition matters. The aims of which are to:</p> <ul style="list-style-type: none"> a. Agree that the delivery of products and activities conducted by the contractor, meet the contracted requirements and transition activities. b. Monitor and agree progress of activities to meet the transition schedule c. Identify risks, allocate responsibility, and monitor mitigation to a level that is as low as reasonably practical. d. Monitor progress and recommend achievement against the master milestone schedule and contracted requirements. e. Identify the support implications of the transfer of the support services 	Authority - Transition Manager	Authority - Transition Manager	Transition Plan	Bristol or Contractors office or online	Authority's Transition Manager, Authority's Commercial Manager, Contractor Transition Manager, NSS-H&P Class Managers, Contractors Ships Managers as Required, NSS-H&P Hd as Required

		f. Resolve any issues with Government Furnished Assets (GFA) g. Commercial aspects covered h. Safety					
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Table B

Serial No.	Meeting Title	Periodicity												
		Frequency	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Commercial governance														
1	Annual contract and financial review	Annual												
2	Monthly contract and financial review	Monthly (Unless Superseded by Serial 1 or 3)												
3	Service management review	Every 3 Months												

Technical governance, planning, and working groups														
5	OPDEF & defect review	Monthly												
6	Class issues meeting	Every 4 months (precedes PSEC)												
7	Project safety and	Every 4 months												

	environment committee (PSEC)													
8	Project safety and environment working group (SEWG)	Bi-monthly												
9	Operating Safety Statement Review (OSSR)	Annual 1 meet per Vessel												
10	Hazard identification meeting	Up to 2 per Year												
11	Programme planning meeting	6 monthly												
12	Pre-programme planning meeting	6 monthly												
13	Design control board (DCB)	6 monthly												
14	Obsolescence management review	Every 4 months												
15	Transition working group	Monthly (from contract award to FSC)												

Schedule 1 – Annex K
DEFFORM 532 Personal Data Particulars

Personal Data Particulars

DEFFORM 532
Edn 10/19

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

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>Hydro and Patrol Vessels, Brich 1b, NH3, MOD Abbeywood, Bristol BS34 8JH.</p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at: Contractors to complete</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: Authority personnel & Authority Sub-contractor personnel</p> <p><i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <ul style="list-style-type: none">• Service / Staff Number.• Rank / Grade.• Title.• Surname.• Forenames.• Date of Birth.• Place of Birth.• Nationality.• Passport Number with Expiry Date and Country of Issue.• Contact Details.• COVID-19 Track & Trace Information.• Known allergens and dietary requirements.

	<i>[Examples include name, address, telephone number, medical records etc]</i>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: Not applicable</p> <p><i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: To enable personnel to gain an access to facilities and carry out their duties in relation to the project activities.</p> <p><i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: Contractors to complete</p> <p><i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: Contractors to complete</p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to Def Stan 05-138. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
Instructions for disposal of Personal Data	<p>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): Contractors to complete</p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>

<p>Date from which Personal Data is to be processed</p>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: Not applicable</p>
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The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Schedule 1 – Annex L
DEFFORM 315 (Edn 12/19) Contract Data Requirement

1. <u>ITT/Contract Number</u>	2. <u>CDR Number</u>	3. <u>Data Category</u>	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u>		6. <u>General Description of Data Deliverable</u>	
7. <u>Purpose for which data is required</u>		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u>		11. <u>Number of Copies</u>	

Schedule 1 – Annex M

Performance Management and Key Performance Indicators

Platform Available Day

- 1.1 For the purposes of this Schedule 1 Annex M a Platform Availability Day (PAD) will be utilised to determine the financial implication of Service Credit accrual.
- 1.2 The PAD will be calculated by dividing the yearly Work Package 1 price in Schedule 4 (Pricing and Delivery Milestone Payment Plan) by the number of Batch 2 Vessels (e.g. 5) by the required number of available days per year (e.g. 320 days) within Schedule 1.
- 1.3 For Year 1, this is a partial year and so the number of PAD days from 01 July 2023 to 31 March 2024 will be a maximum of 1200 days for the Batch 2 class or 240 days per Vessel. This is calculated by dividing 1600 by 12 and multiplied by 9 (the number of months in Year 1).
- 1.4 For the avoidance of doubt, in the event that extra PADs are delivered above 1600 in a Year, no additional monies will be paid to the Contractor.
- 1.5 The PAD for the term of the Contract will be:

Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
PAD	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX

Platform Availability

- 2.1 The fundamental Key Performance Indicator (KPI) for the Vessels is that of availability as detailed in the Statement of Technical Requirement at Schedule 1 Annex B. The availability of the Vessels is paramount to the Royal Navy meeting its tasking.
- 2.2 The Contractor shall be responsible for ensuring that the Vessels are available in accordance with Schedule 1 (Statement of Technical Requirement) and in the following state:
- 2.2.1 No Cat A1 or Cat B1 OPDEFs that will prevent the Vessels completing their operational duties;
- 2.2.2 Lloyds Register and Naval Authority Certification is extant and free from restrictions that impact on the Vessels availability; and
- 2.2.3 Fully compliant with all relevant Legislation.

KPI Award Scheme

- 3.1 The aim of the KPI Award Scheme is to incentivise levels of performance across key areas of the support service by setting target thresholds. Where loss of availability or under achievement of KPI performance levels occurs, the Contractor may be liable for Service Debits. There is an opportunity for the Contractor to earn Service Credits through achievement of KPIs to offset the impact of Service Debits.

- 3.2 The thresholds for each key area are defined in Appendix A, along with the method of measurement. Target thresholds are specified for Year 1 and Year 2 onwards with Year 1 target being reduced to reflect the learning curve. Target thresholds should be subject to review annually. Threshold limits may be revised, subject to agreement between the Authority and the Contractor.
- 3.3 The KPI Award Scheme shall be monitored monthly and a reconciliation of Service Credits, Service Debits and payments will be made by the Authority and Contractor within one month of the end of each Contract Year. The reconciliation will take account the results from application of the KPI Marking Scheme at Appendix A and recommend the final balancing payment due for Month 12 and to agree KPI levels for the next 12-month period (any such change shall be undertaken in accordance with Clause 16 (Formal Amendment to Contract and Contract Change Process)).
- 3.4 The total payment following the reconciliation shall not exceed a total of 1600 Platform Available Days (PAD¹) per Contract year. For the avoidance of doubt, Service Credits can only be utilised to reduce Service Debits liabilities. If the Contractor achieves a Service Credit surplus in the reconciliation period, the Authority will not make any additional payment beyond 1600 PAD.
- 3.5 Service Debits accrued will cumulate month on month for each Vessel. After month 12 (and the annual reconciliation meeting) the Service scores shall reset to zero and start again across the next 12-month period. Unresolved Operational Defects will roll over until resolved.
- 3.6 The Contractor will report key KPIs ((No's 1, 2 & 5) in accordance with DEFCON 539 'Publishable Performance Information' using DEFFORM 539B on a quarterly basis throughout the duration of the contract.

Managing Defects

- 4.1 Throughout the Vessels' operation Ships Staff will submit defect reports, some of which will be of OPDEF status. Part of the Availability service provided by the Contractor will be to decide on the repair action required and formulate a repair procedure. The severity of the OPDEF will dictate the response timescale within which the repair is to be carried out.
- 4.2 The definitions of OPDEF repair indicators are defined in Appendix B. These are used in conjunction with the Defect Category in Column 1 of the Service Credit Matrix (Appendix C) to determine how quickly the defect shall be satisfactorily resolved and provides the scale of the Service Credits and Debits that the Authority will apply in the event of Service Deficiency. The table is read from left to right with:
- 4.2.1 Column (1), the Service Deficiency;
 - 4.2.2 Column (2), the Maximum Allowed Rectification Period following notification of the defect by Ship's Staff;
 - 4.2.3 Column (3), the Initial Service Debits incurred immediately by the Contractor on reporting of the Service Deficiency;
 - 4.2.4 Column (4) the Follow-on Service Debits applied by the Authority for each day(s) the Contractor fails to rectify the Service Deficiency beyond the application of Initial Service Debits Credits. This is a re-occurring debit until the defect is reported complete.

- 4.3 The Contractor shall provide a response detailing the Defect Rectification Plan for defects that occur on the Vessels in accordance with the Defect Response Timescale (See Appendix B). The Defect Rectification Plan shall include the following:
- 4.3.1 Title and short description. What is the Defect? i.e. OPDEF reference and Category.
 - 4.3.2 Defect Description. Where is it? i.e. Identify accurately the equipment/service/system, compartment and position in compartment, applicable maintenance schedules, makers manuals, modification leaflets, BR's, Illustrated Parts Catalogues, Ship's Drawings and specialised items carried onboard. Include inspection, test, trial, shipping route details and any work in wake expected.
 - 4.3.3 Additional information. What information is applicable? i.e. manufacturer, make, model, type, serial numbers
 - 4.3.4 Recommendations. What do you recommend to be done to correct this defect? i.e. contractor to repair by replacement, Contractor to remove an overhaul
 - 4.3.5 Safety and environmental protection considerations. Is class or certification affected? Is hazard identification required?
 - 4.3.6 What spares/materials will be required? i.e. are they available, logistics timescales, etc
 - 4.3.7 Specialist equipment requirements. What ancillary support equipment is needed to affect repair? i.e. does a pipe require removal to access the motor & pump, Does a tank require opening to allow for hotwork to be conducted on the item or piece of equipment requiring repair, scaffolding for access for painting that difficult to reach deckhead, for example.
 - 4.3.8 Acceptance requirements. What are conditions for acceptance. i.e. are sea trials required? Is there a LRS implication.
 - 4.3.9 Response time. What is the estimated time to repair the defect? What is the spares delivery forecast?
- 4.4 The Contractor shall manage the rectification of OPDEFs and defects agreeing the Defect Rectification Plan with the Authority. The Authority's agreement of the Defect Rectification Plan will not relieve the Contractor of any responsibility for the successful remediation of the defect, which remains the Contractor's responsibility. Once the Defect Rectification Plan has been agreed, the Contractor shall deliver the supply of services required to affect the repair or carry out work required, in accordance with the agreed Defect Rectification Plan. The repair services delivered in accordance with the agreed Defect Rectification Plan by the Contractor shall include all labour (except available Ship's Staff), materials, support equipment, facilities, test equipment and sub-contracts. The Contractor shall be responsible for the standard of repair in terms of safety, quality and maintaining the 'design intent' of the Vessels. To the extent that the Authority is not satisfied with the repair then the Authority shall require the Contractor to repair the OPDEF until the Authority is satisfied with the repair.
- 4.5 The classification of a defect, see Appendix B and Appendix C, will be determined by Ship's Staff. In the event that the OPDEF Category is disputed, the Contractor shall present the relevant information to Authority who will decide whether a 'local adjustment' is fair and

reasonable. The ultimate decision on the classification of a defect will reside with the Authority.

- 4.6 The Authority shall record all defects on the Operational Defect Management System (ODMS). Within 24 hours of the raising of a new defect record on ODMS the Contractor shall acknowledge the new defect. The Contractor shall assess the defect as soon as reasonably practicable and be responsible for producing, within the response timescales defined in Appendix B, a repair/recovery programme.
- 4.7 If, for whatever reason, the repair cannot be effected within the required timescale, the 'Maximum Allowed Rectification Period' at Appendix C, the Contractor shall provide an assessment of the likely impact on the design intent in respect of the overall safety and / or the environmental compliance of the Vessel. If the impact is likely to compromise the ALARP or Best Environmentally Practicable Option (BEPO) principles, then a suitable operational limitation will need to be formally proposed by the Contractor and agreed with the Authority. The Authority will instruct the Vessels on any such operational limitations.
- 4.8 Following rectification of a defect, Service Debits will cease to accrue once the equipment and/or Vessel has been successfully tested and/or trialled, and declared complete on ODMS.

Defect Recording and Reporting

- 5.1 The Contractor shall log all defects on a database which is to be made accessible to the Authority. The database format is to be proposed by the Contractor and agreed by the Authority within 30 (thirty) days of the Service Commencement Date. The database shall include, but not be limited to, the following headings:
 - 5.1.1 Ship;
 - 5.1.2 Ship Dept (ME or WE);
 - 5.1.3 OPDEF No;
 - 5.1.4 OPDEF Category;
 - 5.1.5 Fleet Area Code (FAC);
 - 5.1.6 Date Defect Email Raised by Ship Staff;
 - 5.1.7 Is it a GFA-related item (Y/N);
 - 5.1.8 Date OPDEF Received by Supplier;
 - 5.1.9 Date Repair/Recovery Plan issued;
 - 5.1.10 Number of Days taken to resolve
 - 5.1.11 Whether the KPI Achieved (Y/N);
 - 5.1.12 Equipment/System affected;
 - 5.1.13 Defective Unit;
 - 5.1.14 Date OPDEF Reported Rectified on ODMS;
 - 5.1.15 If applicable, Number of Service Debits incurred;
 - 5.1.16 Remarks.
- 5.2 The Contractor shall provide a monthly report to the Authority, from the defect database, listing all defects raised on each Vessel during the period, the fault, action taken, subsequent completion date and Service Debits accrued. The report shall also include details of all outstanding defects from the previous reports.

Service Debit/Credit Regime – Effect on Payment

- 6.1 For each arising Service Deficiency per Vessel, Service Debits and Service Credits will accrue throughout the 12-month reporting period as outlined in Appendix B. 40 x Service

Debits are equivalent to one PAD. For every 40 Service Debits reached, the Authority shall reduce the annual reconciliation payment by the appropriate amount of PAD. Calculations will be rounded down to the nearest whole PAD.

- 6.2 For Year 1 the Contractors maximum liability following each annual reconciliation will be 20 PADs per Vessel. For Years 2 – Year 8 the Contractors maximum liability following each annual reconciliation will be 30 PADs per Vessel.
- 6.3 Service Debits will be applied at the end of each 24 hour period in relation to individual defect Day/Time that are outstanding. For the avoidance of doubt, a defect needs to be outstanding (and not repaired to the Authority's satisfaction) for a 24-hour period for a Service Debit to accrue. Service Debits for an OPDEF will not be accrued at the start of the maintenance period in which it is rectified. Thus, Service Debits will continue for OPDEFs not resolved during that period.
- 6.4 Where the Contractor can demonstrate to the Authority that the Authority has prevented the Contractor from undertaking the agreed repair, e.g. through changes to Operational Programme requirements, then the applicable Service Debits for the period relating to repair may be suspended subject to agreement by the Authority. In the event of dispute either party may refer to the Dispute Resolution procedure in accordance with Clause 24 (Dispute Resolution). Should the defect still remain after repair (in the Authority's opinion) then the appropriate Service Debits will resume.
- 6.5 Service Credits are available through the achievement of KPI's and these can be used to offset Service Debits.
- 6.6 The following examples are provided as to how the Service Credits and Service Debits will be applied:

Example 1 : A Cat A1 OPDEF is raised at 22:00 on 08 November and is resolved at 14:00 on the 10 November. - This equates to 1 PAD (40 Service Debits) lost for the one complete 24 hour clock period (00:00 – 23:59) within the OPDEF resolution timescale

Example 2: A Cat B2 OPDEF is raised 08:00 on 18 March and is not rectified until the next JMP starting on 12 April and recorded as complete on 25 April. The rectification period is 25 Days instead of 38 Days as the cumulation of service debits pauses on the first day of the maintenance period where it is rectified. Again the points are only accrued for each complete 24 hour period. This OPDEF will only be reconciled after it is reported complete, thus will wait until the next reconciliation Year to assess.

- Example 3: At the annual reconciliation review, 180 Service Debits have been accrued over the last Year. After rounding down to the nearest PAD, this results in 4 PADs lost by the Contractor. However, upon review of the KPIs the Contractor is awarded 240 Service Credits. As the Contractor cannot be paid more than 1600 PAD in any Year, the 4 lost PADs are recovered. The remaining unused 80 service credits are reset at the beginning of the next reporting year, so that there are zero service credits at the beginning of the next reporting year.

Example 4: At the annual review, 360 Service Debits have been accrued over the last Year. After rounding down to the nearest Available day, this results in 8 PADs lost by the Contractor. However, upon review of the KPIs the Contractor is awarded 225 Service Credits which equates to 5 PAD. This leaves a deficit of 3 PADs. The final payment for the year is adjusted to reflect the 3 Pads' loss.

7 Performance Measurement Process

The enclosed KPI Marking Scheme (KPIs) shall be used to monitor the Contractor's performance on each RCOPV throughout the period of this Contract shown at Appendix A. The results from the monthly KPIs will inform the Authority's Monthly Performance Review and be aggregated to provide an overall contract performance status.

The KPIs have been developed to measure performance in seven key business areas. These business areas have been utilised to derive 7 (seven) Key Performance Indicators and are shown at Appendix A.

Each KPI has a performance threshold (Appendix A, column "Target Thresholds").

Performance data will be collected by the Contractor and presented to the Authority covering on a full calendar month ("**Reporting Period**") to be monitored.

The Contractor shall, within ten (10) Business Days after the end of each Reporting Period, provide a performance report detailing the actual performance against the target thresholds for each KPI within the Reporting Period and falling due for measurement at the end of such Reporting Period for review at the next meeting convened pursuant to the terms of Schedule 1 – Annex J (Governance and Contract Management). The following information shall be used to compile the monthly performance report for each Vessel:

The number of occurrences against the KPI within the month;

The number of instances that performance was compliant with the standards in the Performance Indicator (Green)

The number of instances that the performance was non-compliant with the standards in the Performance Indicator (Amber);

The number of instances that performance was significantly non-compliant with the standards set in the Performance Indicator (Red);

The overall performance against the KPI Target Thresholds for:

The Month; and

The Year To Date

If there is no activity on a KPI in any one month, the KPI will be excluded for measurement purposes for that Reporting Period.

Individual KPIs will be combined and averaged to calculate the percentage of each target thresholds across all Vessel ("**KPI Performance Score**"). The following example (Table 1) is provided as to how KPI Performance Score will be calculated.

Monthly Performance Report											Average	
No	Category	Reporting Period	KPI Performance	Target Thresholds		Credits Available	Vessel 1	Vessel 2	Vessel 3	Vessel 4	Vessel 5	KPI performance score
				Year 1 & 2	Year 3 onwards							
1	Ship Satisfaction Survey	Monthly	Green	≥50%	≥70%	240	90%	70%	80%	85%	90%	83%
			Amber	<50 - 40%	<70 - 50%	80						
			Red	<40 - 1%	<50 - 1%	0						
2	Defect Management	Monthly	Green	N/A	100%	240	90%	85%	95%	90%	70%	86%
			Amber		80%	80						
			Red		60%	0						
3	Defect Repair Plans	Monthly	Green	≥80%	≥90%	120	45%	47%	40%	40%	40%	42%
			Amber	<80 - 50%	<90 - 70%	80						
			Red	<50 - 1%	<70 - 1%	0						
4	UMMS Feedback Requests	Monthly	Green	≥80%	≥90%	120	90%	70%	80%	85%	90%	83%
			Amber	<80 - 50%	<90 - 70%	0						
			Red	<50 - 1%	<70 - 1%	0						
5	Spares Replenishment	Monthly	Green	≥80%	≥90%	200	90%	85%	95%	90%	70%	86%
			Amber	<80 - 50%	<90 - 70%	80						
			Red	<50 - 1%	<70 - 1%	0						
6	Contractor Allocated Periods	Monthly	Green	≥80%	≥90%	160	45%	70%	85%	70%	45%	63%
			Amber	<80 - 50%	<90 - 70%	80						
			Red	<50 - 1%	<70 - 1%	0						
7	Technical Documentation	Monthly	Green	≥90%	≥95%	120	90%	90%	95%	90%	60%	85%
			Amber	<90 - 50%	<95 - 70%	80						
			Red	<50 - 1%	<70 - 1%	0						

Table [x] – e.g. of Monthly Performance Report

- 7.8 In the example above, if the performance figures in the “Average” column were those at the end of the Year, then the Contract Year performance would be calculated by adding the individual KPIs scores in the “Average” column together (528%) and dividing by the number of KPIs (7). This would result in an overall Contract Year KPI score of 75% (528% divided by 7).

8 Incentive Bonus

- 8.1 The Contractor shall provide evidence detailing the OPDEF management performance and to support the assessment of all KPIs and the assessed overall performance percentage score.
- 8.2 Each KPI performance score (Items 1-7) as set out in Clause 7.7 will be combined and an average calculated to assess the Contractor’s Yearly performance score, which will be used to assess whether an incentive bonus can be awarded as per Clause 8.3. The assessed percentage score will fall into one of three bandings and have been designed to encourage improved performance across the Term of the Contract:

Contract Year	Low	Medium	High
1-2	<50%	50-75%	>75%
3-5	<55%	55-80%	>80%
6+	<65%	65-85%	>85%

- 8.3 Subject to Clause 8.4 and 8.5 below, following agreement from the Authority of the final Contractor’s Yearly performance score, having undertaken the calculation at Clause 8.2 above, the Authority shall pay the Contractor:
- 8.3.1 an incentive bonus of 0.75% of the yearly Work Package 1 value (as set out in Schedule 1) if the Contractor achieves high performance (High) based upon the calculation described in Clause 8.2 above; or
- 8.3.2 an incentive bonus of 0.25% of the yearly Work Package 1 value (as set out in Schedule 1) if the Contractor achieves medium performance (Medium) based upon the calculation described in Clause 8.2 above; or
- 8.3.3 no incentive bonus if the Contractor’s performance is low (Low).

- 8.4 The “Medium” incentive bonus outlined in Clause 8.3.2 will only apply in Years 1 and 2. Thereafter, only the “High” incentive bonus outlined in Clause 8.3.1 will be available to the Contractor.
- 8.5 If Full Support Capability has not been satisfactorily demonstrated by 31 December 2023 then no incentive bonus will be payable for Year 1.

9 Thresholds for Contractor Performance Default

- 9.1 The below table sets of the two broad areas where a Contractor Performance Default process can be triggered by the Authority in accordance with Clause 25 of the Terms and Conditions of Contract.

	Nature of Contractor Performance Default	Contractor Performance Default
1	Single Ship – Reduced Availability	the average score for availability is 70% or below over 6 (six) months rolling period for any single Vessel.
2	Five Ships – Reduced Availability	the average score for availability is 80% or below over 6 (six) months rolling period for all Vessels.

Table [X] Contractor Performance Default thresholds

- 9.2 If a Contractor Performance Default has occurred as set out in Clause 9.1, then the Contractor shall follow the Corrective Action Plan process in accordance with Clause 25 of the Contract.
- 9.3 In the event that the Contractor does not meet the Authority’s required standard as defined in Clause 25 of the Contract, the Authority reserves the right to terminate the Contract for Persistent Breach in accordance with Clause 25.18 of the Terms and Conditions of the Contract.

KPI Marking Scheme

No	Category	Measurement	Reporting Periodicity	KPI Performance	Target Thresholds		Credits Available	Remarks
					Year 1 & 2	Year 3 onwards		
1	Ship Satisfaction Survey	The overall percentage of assessed Contractor performance based on structured feedback from each Vessel per year, in accordance with Appendixes D&E of Schedule 1 Annex M.	Annually (at the end of each Year)	Green	≥50%	≥70%	240	A maturity model-based questionnaire jointly facilitated by the Authority and the Contractor. To be conducted during the CAP 'wash up' meeting in the final maintenance period for each vessel in each reporting period.
				Amber	<50 - 40%	<70 - 50%	80	
				Red	<40	<50	0	
2	Defect Management	The total number of Contractor applicable OPDEFs shall not exceed thirty (30) Category A1, A2 and B1 OPDEFs per year. This target will reduce to no more than twenty-five (25) A1, A2 and B1 OPDEFs from year 3 onwards.	Quarterly	Green	100%	100%	240	Achieving target = 100% Achieved <33-30 OPDEFs = 80% achieved <36-33 OPDEFs = 60% achieved <40-36 OPDEFs = 30% achieved ≥40 = 0% achieved
				Amber	80%	80%	80	
				Red	<60	<60%	0	
3	Defect Repair Plans	Percentage of OPDEF Repair Plans responded to in accordance with the OPDEF Defect Repair Plan Response Time. Time is measured from the date of the OPDEF e-mail to the time the Repair/recovery plan is released to the Authority for review.	Quarterly	Green	≥80%	≥90%	120	The repair plan is subject to agreement by the Authority. Where agreement cannot be reached, the time counter will re-commence until an acceptable plan is offered for re-approval.
				Amber	<80 - 50%	<90 - 70%	80	
				Red	<50	<70	0	
4	Maintenance Management System (MMS) Feedback Requests	Percentage of feedback requests completed within 45 days of the date the MMS request was raised, i.e. the 'Date Reported'. The MMS responses shall be made available to the Authority for review upon request.	Annually (at the end of each Year)	Green	≥80%	≥90%	120	Utilises the UMMS information management system used by the Royal Navy
				Amber	<80 - 50%	< - 70%	0	
				Red	<50	<70	0	
5	Spares Replenishment	The overall percentage of maintenance and defect stores delivered to all Vessels within 120	Quarterly	Green	≥80%	≥90%	200	

		days from receipt of the Authority's demand date on MJDI in the reporting year. Note: This target will reduce to 90 days for Year 3 onwards.		Amber	<80 - 50%	<90 - 70%	80	
				Red	<50 - 1%	<70 - 1%	0	
6	Contractor Allocated Periods (CAP)	Percentage of Authority 'agreed' work package items complete per CAP (JMPs/JEMPs/5 yearly docking periods) in the reporting period for all 5 Vessels.	Annually (at the end of each Year)	Green	≥80%	≥90%	160	Each Ship CAP will have a series of work packages agreed with the Authority 6 weeks in advance. This will include emergent work raised by Ship Staff through a Work Request Form. This KPI measures the averaged percentages of achieved CAP work packages across the 5 ships per year.
				Amber	<80 - 50%	<90 - 70%	80	
				Red	<50	<70	0	
7	Technical Documentation	Percentage of the Technical and Commercial Information and Documentation due within the reporting period, as defined in Schedule 1 Annex C, Contract Data Requirements List (CDRL), is up to date and has been reviewed and endorsed by the Authority	Annually (at the end of each Year)	Green	≥90%	≥95%	120	Contractor has provided correct information to the Authority detailing changes and reasons for change (where required) to support update of configuration records.
				Amber	<90 - 50%	<94 - 70%	80	
				Red	<49%	<69%	0	
					Max 1200 Service Credits (30 PADs)		For High Performance (Green)	
					480 Service Credits (12 PADs)		For Medium Performance (Amber)	
					0 Credits (0 PADs)		For Low Performance (Red)	

OPDEF Categories & Definitions²

Defect Category	Definitions	Response Timescale (from date of notification)
Cat A	Defect causing loss of a major operational capability or it is deemed a severe safety/environmental risk. The defect affects operational capability including mandatory and safety items or items requiring special facilities.	24 Hours
Cat B	Defect causing a significant degradation of operational capability or it is deemed a significant safety / environmental risk. Affects sea-going and fighting efficiency or impacts on the operational programme.	48 Hours
Cat C	All other defects impacting on operational capability resulting in a shortfall in the performance, effectiveness or availability of the hull, system or equipment or it is deemed a safety / environmental risk.	96 Hours
Cat D	Minor defect associated with the degradation of the hull, system or equipment or it is deemed a minor safety / environmental risk. All items, which if not undertaken, will increase the risk of greater maintenance during operational time.	7 Days
Cat E	Out of date documentation (excluding documentation required for Ship certification etc as described at paragraph 2.1 above).	7 Days

OPDEF Repair Prioritisation Definitions

OPDEF Repair Indicators	Definitions
1	Immediate rectification required to meet Vessel's commitments or programme. Repair will be the Vessel's primary aim and override existing programme intentions.
2	Rectification required as soon as possible to meet future commitments/programme. Repair will be pursued within the existing programme.
3	Rectification not required until the next programmed Contractor Allocated Period. Arrangements will be made for repair action during the next programmed Contractor Allocated Period.
4	Rectification not required until next programmed Special Survey Docking Period.

OPDEF Service Debit Matrix

The OPDEF Categories & Definitions and OPDEF Repair Prioritisation Definitions set out in Appendix B shall be used to create a Service Deficiency / Repair Category (as set out in the first column below).

<u>Service Deficiency/ Repair Category</u>	<u>Maximum Allowed Defect Rectification Period prior to commencement of Service Debits</u>	<u>Service Debits reoccurrence periodicity until Defect Rectification</u>	<u>Defect Repair Plan Response Time</u>
OPDEF Cat A1	1 Day	40 per day	Within 24 hours
OPDEF Cat B1	2 Days	20 every 2 days	
OPDEF Cat C1	7 Days	10 every 7 days	
OPDEF Cat A2	7 Days	20 every 7 days	Within 48 hours
OPDEF Cat B2	42 Days	10 every 7 days	
OPDEF Cat C2	42 Days	5 every 7 days	
OPDEF Cat A3	Until completion of next programmed Contractor Allocated Maintenance Period	10 every 28 days	Within 96 hours
OPDEF Cat A4	Until completion of next programmed Special Survey Docking Period	5 every 28 days	
OPDEF Cat B3	Until completion of next programmed Contractor Allocated Maintenance Period	5 every 28 days	
OPDEF Cat B4	Until completion of next programmed Special Survey Docking Period	2 every 28 days	
OPDEF Cat C3	Until completion of next programmed Contractor Allocated Maintenance Period	2 every 280 days	
OPDEF Cat C4	Until completion of next programmed Special Survey Docking Period	1 every 280 days	

KPI 1 Contractor Performance Maturity Model

SHIPS STAFF on SUPPLIER PERFORMANCE REVIEW MATURITY MODEL (This is a guide and not a definitive check list)					
Criteria	(0-2)	(3- 4)	(5)	(6-7)	(8-10)
	Significant improvement necessary		Potential for further improvement		Consolidate performance level
1. Approach to Project Management (Consider whether project management is consistent, effective and applied to ensure delivery)	Rarely discloses issues until they impact on project delivery. Little or no evidence of effective Project Management processes. Does not seek stakeholder involvement.	Sometimes discloses issues or too late to fully mitigate impact. Some evidence of formalised Project Management processes. Only considers needs of the user when directed by MOD.	Usually seeks resolution of problems when they arise and offers some solutions. Evidence of Project Management processes in place and being applied to deliver. Considers the needs of the customer.	Open, honest and proactive with issues, offering viable solutions. Robust and effective Project Management processes in place and being applied to deliver. Considers the needs of the customer and seeks their views.	Anticipates issues before they arise and mitigates accordingly. Effective and consistent application of accredited Project Management processes. Project Management philosophy embedded through-out the project.
2. Responsiveness (In response to a specific request consider whether the response & material provided is timely, accurate and fit for purpose)	Rarely responds to specific requests within agreed timescales. Chasing up is the norm to extract a response. The wider project does not effectively buy-in to the request for a response.	Requests are accepted, but the response is only sometimes timely, accurate, or fit for purpose. There is inadequate buy-in from the wider project.	Usually responds within agreed timescales and to the stated requirements. The response does not always necessarily match the full expectations of the requester. Basically acceptable level of buy-in usually occurs.	Generally anticipates & reacts to changing requirements & expectations. Requests are generally accepted willingly and clarified. The wider project usually buys-in to providing effective, timely and appropriate responses.	Response is fully considered, is always delivered in a timely manner, and is fully fit for purpose. It receives the right level of attention within the wider project. The requestor is kept informed on progress throughout the process.
3. Information Exchange (The routine passing of appropriate, timely, accurate and targeted information in order that Ships Staff can do their day-to-day jobs, arriving at decisions more effectively & with increased confidence)	An absence, either unwittingly or intentionally, of the regular exchange of information. When provided it is often late, inaccurate or lacks substance. No attempt made to ensure it reaches right audience or is understood. Limited trust of each other. Secrecy prevails.	Sometimes information is exchanged as per requirements, being either late or not giving right level of information. Some attempt is made to ensure the information is seen by right person or is understood. Trust difficult to achieve, limited sharing.	Usually information is exchanged as per requirements. Limited cognisance is taken as to whether it has been directed to the right audience or fully understood. Trust is satisfactory but limited. Some openness apparent.	Accurate information is almost always exchanged in a regular and timely manner. The sender checks to ensure that the receiver has understood the information sent. A high degree of trust exists in most interactions and is readily apparent. Sharing is encouraged	It is always done in a focussed & proactive manner, well targeted and its message is understood and followed up. Proactive management of any barriers. Actively working to ensure optimum level of two way information exchange. A very high degree of mutual trust is apparent.

Criteria	(0-2)	(3- 4)	(5)	(6-7)	(8-10)
4. Management of Suppliers (Consider whether the Contractor manages its supply chain effectively)	Little/no evidence of supply chain control. Poor visibility of supply chain management. Supply chain has no understanding of overall requirement. Poor delivery and/or quality regularly impacts project performance. Key suppliers are rarely engaged at the optimum time.	Limited evidence of supply chain control. Limited visibility of supply chain issues. Supply chain has limited understanding of overall requirement. Performance of supply chain impacts on overall project performance.	Controls supply chain to deliver against requirement. Adequate visibility of supply chain issues. Supply chain has sufficient understanding of overall requirement. Timely delivery from supply chain and of adequate quality. Key suppliers are usually engaged at the optimum time.	Relevant suppliers driven to appreciate the needs of the customer. Good visibility of supply chain issues. Clear processes in place for supplier development. Suppliers consistently deliver on time and to quality.	All key suppliers have full understanding of customer needs. Excellent visibility down the supply chain. Supplier strategies in place and being implemented. Suppliers always deliver to time and quality. Key suppliers are always engaged at the optimum time.
5. Quality of Output (Consider quality & timeliness of outputs – to include research, technical deliverables, reports of all types, training, services, etc)	Outputs fall short of requirements and fail to meet the user needs in terms of quality and timeliness. Excessive effort is required to extract outputs from the organisation.	Some outputs fail to meet requirements and user needs. Undue effort required to extract suitable and timely outputs from the organisation.	In general the outputs (all types) are sufficient to meet requirements and/or user needs (in terms of both quality and timeliness). Limited effort is required to extract outputs.	Outputs can often exceed expectations/ requirements for quality and/or timeliness. Minimal effort is required to extract outputs, and there is a willingness to resolve issues if they arise.	Outputs always exceed expectations – quality and timeliness. There is a complete confidence in the QA and configuration management processes. Virtually no effort is required to extract outputs.
6. Innovation (Consider demonstration of innovative thinking: research and technology, product, process, organisation or business model.	Lack of willingness to introduce innovation. Innovation rarely considered unless at a cost.	New or improvement opportunities are sometimes considered. Some creativity demonstrated but with limitations. Value added at a cost.	New or improvement opportunities are usually considered when challenges require a different solution. Problems encountered are usually overcome.	New or improvement opportunities are usually strived for as part of normal business. Solutions are creative, well focused, and are highly valued by customers/users.	New or improvement opportunities are always strived for as part of normal business with a clear focus on continuous improvement. Solutions are creative, inspirational, and highly valued by customers/users.
7. Quality of Relationship (Consider whether the relationship is open, honest and appropriate to deliver requirements)	No trust, secrecy prevails. Deliberately kept at arms length. No attempt to build a working relationship. Contact only made when absolutely necessary.	Trust difficult to achieve or maintain. Contact only made during conflict or when issues arise. Unwilling to acknowledge others' points of view.	Trust adequate and some openness apparent. Relationship sufficient to meet day-to-day requirements of project. Willing to acknowledge others' points of view.	High degree of trust. Will strive to improve relationship for mutual benefit. Regular contact for good and bad situations. Acknowledges and respect others' points of view.	Very high degree of trust with open and frank debate encouraged on all issues. Understands needs of all parties and works to ensure optimum interaction. Aware of need to invest resource/time to maintain relationship.
8. Flexibility (Consider the ability to assess and react effectively to changes in the business/ operating environment)	Rarely demonstrates evidence and/or unwilling to consider flexibility in the business or operating environment.	Is prepared to show some flexibility but only when challenged.	Willing to consider variations to standard approaches for specific activities, due to changes in the business or operating environment.	Is proactive in showing a flexible approach to most issues / situations.	Continuously reviewing standard approaches for improvement opportunities.

KPI 1 Contractor Performance Questionnaire

ASSESSMENT OF CONTRACTOR - THIS DATA WILL BE SHARED WITH THE CONTRACTOR			
<CONTRACTOR> <YEAR> PERFORMANCE REVIEW			
Name of Authority Interviewer:		Ship Name:	
Name of Contractor Interviewer		Ship Staff Names:	
Date of Interview			
Interview Location			
ASSESSMENT OF CONTRACTOR - THIS DATA WILL BE SHARED WITH THE CONTRACTOR			
By referring to the 'SHIP STAFF on Contractor Performance Review Maturity Model' issued with the questionnaire, how do you rate the Contractor in respect of the work carried out:			
CORE QUESTIONS	Score (1-10)	Positive Comment	Areas for improvement
1) Approach to Proj Mgt activities			
2) Responsiveness			
3) Information Exchange			
4) Management of Suppliers			
5) Quality of output			
6) Innovation			
7) Quality of Relationship			
8) Flexibility			
Average Score:			
General comments and Observations: (Please add anything which you feel needs to be addressed but which is not covered by the above)			
ASSESSMENT OF CONTRACTOR - THIS DATA WILL BE SHARED WITH THE CONTRACTOR			
Note - these scores will not be included in the overall MOD benchmark assessment			
ADDITIONAL OPTIONAL QUESTIONS	Score	Positive Comment	Areas for improvement

Customer Satisfaction Guidance:

Timing

Interviews shall be undertaken during the nearest Contractor Allocation Period prior to the end of the reporting year.

Delivery

The Interviews should be jointly facilitated by the Contractor Ship Manager and the Authority Project Manager. The interviews are to be face to face with interviewees encouraged to identify examples of good practice and areas for improvement. Scoring of questions areas shall use the Maturity Model to align scores for consistency purposes. Examples of behaviours and Scores should align. Interviews should take approximately 60 minutes to complete. Notes from the Interviews shall be produced jointly by the Contractor and the Authority for clarity of understanding and to reduce the burden on Ship Staff. Wherever possible, each topic area should be discussed and scored.

Target recipients

All five Vessels should be included and other Navy Stakeholder Groups may be added with joint agreement from both the Contractor and the Authority. Interviewees from each Ship should be kept to the Heads of Sections level and above.

Scoring

Each Vessel interview will enable all the individual question scores to be added together and the overall Vessel performance (average percentage score) to be calculated. The five Vessel scores will enable analysis to be undertaken to understand the variances in score and to appreciate best practice and key areas to improve.

Customer Satisfaction KPI

The five Vessel overall percentage scores shall be added together to ascertain the overall Customer Satisfaction average score for the period measured. For ease this should be rounded up to the nearest whole percentage point.

Schedule 1 – Annex N
Transfer of Undertakings (Protection of Employment) TUPE

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY



SCHEDULE 1 – ANNEX O

Service Continuity Plan **For Batch 2 River Class Offshore Patrol** **Vessels (RCOPV) Support**

SERVICE CONTINUITY PLAN

Within 40 Working Days from the Service Start Date the Contractor shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Contractor shall follow to:

- (a) Detail the processes and arrangements to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Contractor, any Key Sub-contractor and/or any Contractor Group member);
- (b) and the recovery of the Services in the event of a Disaster.

The Service Continuity Plan shall be divided into four parts:

Part A which shall set out general principles applicable to the Service Continuity Plan;

Part B which shall relate to business continuity (the "**Business Continuity Plan**");

Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**");

Part D which shall relate to an Insolvency Event of the Contractor, any Key Sub-contractors and/or any Contractor Group member (the "**Insolvency Continuity Plan**").

Following receipt of the draft Service Continuity Plan from the Contractor, the Authority shall:

review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and

notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.

If the Authority rejects the draft Service Continuity Plan:

the Authority shall inform the Contractor in writing of its reasons for its rejection; and

the Contractor shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Clause 1.3 and this Clause 1.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time in accordance with Clause 24 of the Terms and Conditions of Contract.

SERVICE CONTINUITY PLAN: Part A – General

Principles and Requirements

Part A of the Service Continuity Plan shall:

set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;

provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services and any services provided to the Authority;

contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail and phone) for both portable and desk top configurations, where required by the Authority;

detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority from time to time;

contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;

contain a risk analysis, including:

failure or disruption scenarios and assessments and estimates of frequency of occurrence;

identification of any single points of failure within the Services and processes for managing the risks arising therefrom;

identification of risks arising from an Insolvency Event of the Contractor, any Key Sub-contractors and/or Contractor Group member; and

a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

provide for documentation of processes, including business processes, and procedures;

set out key contact details (including roles and responsibilities) for the Contractor (and any Sub-contractors) and for the Authority;

identify the procedures for reverting to “normal service”;

set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and

provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority’s business continuity plans.

The Service Continuity Plan shall be designed so as to ensure that:

the Services are provided in accordance with this Agreement at all times during and after the invocation of the Service Continuity Plan;

the adverse impact of any Disaster; service failure; an Insolvency Event of the Contractor, any Key Sub-contractor and/or any Contractor Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;

it complies with the relevant provisions of ISO/IEC 22301 or equivalent standard throughout the Contract Period (subject to there being no requirement to achieve formal certification); and

there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.

The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services, and/or changes to the Contractor Group structure.

The Contractor shall proactively contribute to and engage in the planning, execution and delivery of the Service Continuity Plan, as required by the Authority in respect of this Contract. As part of this obligation, the Contractor shall nominate key Contractor Personnel to be called upon in the event of an incident that is the subject of such Service Continuity Plan.

SERVICE CONTINUITY PLAN: Part B – Business Continuity

Principles and Contents

The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including:

the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

the steps to be taken by the Contractor upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

The Business Continuity Plan shall:

address the various possible levels of failures of or disruptions to the Services;

set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the “**Business Continuity Services**”);

clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

SERVICE CONTINUITY PLAN: Part C – Disaster Recovery

Principles and Contents

The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

The Disaster Recovery Plan shall include the following:

the technical design and build specification of the Disaster Recovery System;

details of the procedures and processes to be put in place by the Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

data centre and disaster recovery site audits;

backup methodology and details of the Contractor's approach to data back-up and data verification;

identification of all potential disaster scenarios;

risk analysis;

documentation of processes and procedures;

hardware configuration details;

network planning including details of all relevant data networks and communication links;

invocation rules;

Service recovery procedures; and

steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;

details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

access controls to any disaster recovery sites used by the Contractor; and

testing and management arrangements.

SERVICE CONTINUITY PLAN: Part D – Insolvency Continuity Plan

Principles and Contents

The Insolvency Continuity Plan shall be designed by the Contractor to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Contractor, any Key Sub-contractor and/or any Contractor Group member with, as far as reasonably possible, minimal adverse impact.

The Insolvency Continuity Plan shall include the following:

communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Contractor Personnel, Key Sub-contractor personnel and Contractor Group member personnel;

identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Contractor, Key Sub-contractors and Contractor Group members where failure of those dependencies could reasonably have an adverse impact on the Services;

plans to manage and mitigate identified risks;

details of the roles and responsibilities of the Contractor, Key Sub-contractors and/or Contractor Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;

details of the recovery team to be put in place by the Contractor (which may include representatives of the Contractor, Key Sub-contractors and Contractor Group members); and

sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Contractor.

Review and amendment of the Service Continuity Plan

6.1 The Contractor shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

on a regular basis and as a minimum once every 12 months;

within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Clauses 8.1 and 8.2;

within 14 calendar days of a Financial Distress Event;

within 30 calendar days of a Corporate Change Event; and

on request by the Authority at any point during the Contract Period.

6.2 The Contractor shall ensure that it is able to implement the provisions of the Service Continuity Plan at any time in accordance with its terms. If an event occurs which requires the Service Continuity Plan to be implemented under the terms of the Service Continuity Plan, the Contractor shall immediately implement the Service Continuity Plan.

Testing of the Service Continuity Plan

7.1 The Contractor shall test the Service Continuity Plan on a regular basis (and, in any event, not less than once in every twelve (12) month period).

7.2 The Authority may require the Contractor to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.

7.3 The Contractor shall undertake and manage testing of the Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.

7.4 The Contractor shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

7.5 The Contractor shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:

(a) the outcome of the test;

(b) any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and

(c) the Supplier's proposals for remedying any such failures.

- 7.6 Following each test, the Contractor shall take all measures requested by the Authority, (including requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Contractor of any of its obligations under this Agreement.

The Contractor shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

Invocation of the Service Continuity Plan

- 8.1 In the event of a loss of any critical part of the Service or a Disaster, the Contractor shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Contractor shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.
- 8.2 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Contractor:

where an Insolvency Event of a Key Sub-contractor and/or Contractor Group member (other than the Contractor) could reasonably be expected to adversely affect delivery of the Services; and/or

where there is an Insolvency Event of the Contractor and the insolvency arrangements enable the Contractor to invoke the plan.

SCHEDULE 1 – ANNEX P

Government Owned Assets

Government Furnished Assets (GOA)

Table 1 identifies the items of equipment that the Authority has determined are GOA. The Authority shall be responsible for all aspects of support for GOA for the duration of the Contract.

Subject to agreement by the Authority and the Contractor, the Authority may transfer responsibility for GOA support to the Contractor.

GOA System Boundary

The GOA system boundary is the point of connection between a GOA item and non-GOA item. If the connection point is non-separable from the GOA item then it is still GOA. The Contractor's responsibility will be for all cabling, pipework and supporting brackets up to and including the supply breaker or valve for the GOA item in question.

Installation and removal of existing GOA

Unless agreed with the Contractor the Authority will be responsible for the installation, setting to work, trials and removal of installed GOA, each time installation or removal is required. The Contractor shall be responsible for the installation and maintenance of the agreed Fit To Receive (FTR) arrangements.

Installation of New or Additional GOA

The installation of new or additional GOA into the vessels will be processed through an Ad-Hoc Tasking instruction. The Authority shall be responsible for the timely provision of all interface information and all materials and services to enable installation of equipment by the Contractor.

Table 1 – Out of Scope Equipment

Item	Government Owned Assets (GOA) Out of Scope Equipment	
Communications		
1		
2		
3		
4		
5		
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20		
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22		
23		
24		
25		
26		
27		
Weapons		
28		
29		
30		
31		
32		
33		
34		
Navigation		
35		
36		
37		
38		
39		
Damage Control & Firefighting		
40		
41		
42		
43		
44		
Fuels, Oils and Greases		
45		
46		
47		
48		
49		
50		
51		
Lifesaving		
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Office Equipment		
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General Outfit		
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SCHEDULE 1 – Annex Q

Shore Power

The Parties agree that the Contractor provided the following clarification (“Contractor Response”) during the tender process for this Contract in response to an Authority question (“Authority Query”) outlined in Table 1, below.

Authority Query (reference letter of 10/02/2023)	Contractor Response (received 15/02/2023)
<p>7. Shore Power Supply</p> <p>7.1 The following cost lines for each JEMP(D), JEMP and JMP for each of the 5 Batch 2 OPVs are all set at zero:</p> <p>a. Vol 0: [REDACTED]</p> <p>b. Vol 0: [REDACTED]</p> <p>c. Vol 0: [REDACTED]</p> <p>7.2 The Contractor is responsible for the provision of the shore power supply. Please respond in writing to confirm whether:</p> <p>a. You fully understood and accounted for this in the bid you made. Alternatively, If your bid was made on the assumption of you not holding this responsibility, will including the responsibility for provision of the shore power supply change the price against that you bid?; and</p> <p>b. If you have accounted for it, please provide a full explanation of how the shore power supply has been costed, with all supporting evidence upon which you seek to rely to demonstrate it was included in your bid price, showing where this is reflected in the price.</p>	<p>Due to the level of fluctuation in global electricity markets and the lack of commitment from suppliers for long term prices we felt that the costs were too volatile to predict so we did not include the costs in our pricing, opting to state the assumption above and enter a zero price. After taking some more recent advice and with the electricity markets starting to show signs of stabilising we are content that the shore supply charges can be absorbed within the profit margin of our price and this will mean that there will be no change to the price we have submitted and a reduced profit margin is expected.</p>

Table 1 – Authority Query and Contractor Response during the Contract tender evaluation period

SCHEDULE 2
Statement of Work

Schedule 2 – Annex A
Integrated Support Plan (ISP)

Draft Integrated Support Plan (ISP) For Project: Off-shore Patrol Vessels
Future Support (OPV FS) Batch 2

Project Number: 701576553

Record of Revision of the ISP

Revision No.	Revision Date	Brief Revision Description	Change Control

APPROVALS

Prepared by:

Date:

Operations Manager

Concurred by:

Date:

Director

Approved by:

Date:

Director

Schedule 2 – Annex B **In-Service R&M Case Study**

[This document is to be completed by the Contractor in accordance with Schedule 1, Annex B Appendix C and Annex C(CDRL)]

Schedule 2 – Annex C
Maintenance Plan

Draft Maintenance Plan For Project: Offshore Patrol Vessels Future
Support (OPVFS)

Project Number: 701576553

Doc No:	████████
Revision:	████████
Effective Date:	████████

Record of Revision of the Maintenance Plan

Revision No.	Revision Date	Brief Revision Description	Change Control

APPROVALS

Prepared by:

Date: _____

ILS Operations Manager

Concurred by:

Date: _____

Contract Director

Approved by:

Date: _____

Managing Director

Schedule 2 – Annex D **Software Support Plan**

[This document is to be completed by the Contractor in accordance with Schedule 1, Annex A Appendix E and Annex C (CDRL)]

Schedule 2 – Annex E **Support & Test Equipment Plan**

[This document is to be completed by the Contractor in accordance with Schedule 1, Annex A Appendix F and Annex C (CDRL)]

Schedule 2 – Annex F
Package Handling Storage & Transportation (PHS&T) Plan

Draft Packaging, Handling, Storage and Transportation (PHS&T) Plan For
Project: Off-Shore Patrol Vessels Future Support (OPV FS) Batch 2

Project Number: 701576553

Doc No:	██████████
Revision:	██████████
Effective Date:	██████████

Record of Revision of PHS&T Plan

Revision No.	Revision Date	Brief Revision Description	Change Control

APPROVALS

Prepared by:

Date: _____

ILS Operations Manager

Concurred by:

Date: _____

Contract Director

Approved by:

Date: _____

Managing Director

Schedule 2 – Annex G
Shore Facilities Plan

Draft Shore Facilities Plan: Offshore Patrol Vessels Future Support
(OPVFS)

Project Number: 701576553

Record of Revision of the Shore Facilities Plan

Revision No.	Revision Date	Brief Revision Description	Change Control
██████	██████	██████	██████
██████	██████	██████	██████

APPROVALS

Prepared by:

Date: _____

ILS Operations Manager

Concurred by:

Date: _____

Contract Director

Approved by:

Date: _____

Managing Director

Schedule 2 – Annex H
Technical Documentation Management Plan (TDMP)

[This document is to be completed by the Contractor in accordance with Schedule 1, Annex A Appendix I and Annex C (CDRL)]

Schedule 2 – Annex I **Supply Support Plan**

Draft Supply Support Plan For Project: Off-Shore Patrol Vessels Future **Support (OPV FS) Batch 2**

Project Number: 701576553

Doc No:	████████
Revision:	████████
Effective Date:	████████

Record of Revision of the Supply Support Plan

Revision No.	Revision Date	Brief Revision Description	Change Control
██████	██████	██████	██████
██████	██████	██████	██████

APPROVALS

Prepared by:

_____ Date: _____

Operations Manager

Concurred by:

_____ Date: _____

Director

Approved by:

_____ Date: _____

Director

Schedule 2 – Annex J **Disposal Plan**

[This document is to be completed by the Contractor in accordance with Schedule 1, Annex A Appendix K and Annex C (CDRL)]

Schedule 2 – Annex K
Configuration Management Plan (Hardware and Software)

[This document is to be completed by the Contractor in accordance with Annex C (CDRL)]

Schedule 2 – Annex L
Obsolescence Management Plan (OMP)

[This document is to be completed by the Contractor in accordance with Schedule 1 Annex F, the
SoTR and Annex C (CDRL)]

Schedule 2 – Annex M **Service Continuity plan**

[This Document is to be completed by the Contractor in accordance with Schedule 1, Annex O and Annex C (CDRL)]

Schedule 2 – Annex N
Transition Plan

Draft Transition Plan For Project: Offshore Patrol Vessels Future
Support (OPV FS) Batch 2

Project Number: 701576553

Doc No:	████████
Revision:	████████
Effective Date:	████████

Record of Revision of the Transition to Service Plan

Revision No.	Revision Date	Brief Revision Description	Change Control
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████

APPROVALS

Prepared by:

Date: _____

ILS Operations Manager

Concurred by:

Date: _____

Contract Director

Approved by:

Date: _____

Managing Director

Schedule 2 – Annex O
Not Used

Schedule 2 – Annex P **Spares Modelling Data**

[This document is to be completed by the Tenderer in accordance with the SOTR and CDRL]

Schedule 2 – Annex Q
Stores Delivery/Demand Report

[This document is to be completed by the Contractor in accordance with Annex C (CDRL)]

Schedule 2 – Annex R
Not Used

Schedule 2 – Annex S
Government Quality Assurance (GQA) Plan

Draft Government Quality Assurance Plan For Project: Off-Shore Patrol
Vessels Future Support (OPVFS) Batch 2

Project Number: 701576553

Record of Revision of the Quality Assurance Plan

Revision No.	Revision Date	Brief Revision Description	Change Control
██████	██████	██████	██████
██████	██████	██████	██████

APPROVALS

Prepared by:

Date: _____

ILS Operations Manager

Concurred by:

Date: _____

Contract Director

Approved by:

Date: _____

Managing Director

Schedule 2 – Annex T
Safety & Environmental Management Plan (SEMP)

**Draft Safety & Environmental Management Plan (SEMP) for the Offshore
Patrol Vessel Batch 2 Future Support Contract**

Project Number: 701576553

Doc No:	1.0
Revision:	V1.1
Effective Date:	06/03/23

Record of Revision of the Safety and Environmental Management Plan

Revision No.	Revision Date	Brief Revision Description	Change Control
██████	██████	██████	██████
██████	██████	██████	██████

APPROVALS

Prepared by:

_____ Date: _____
Operations Manager

Concurred by:

_____ Date: _____
Director

Approved by:

_____ Date: _____
Director

Schedule 2 – Annex V
DEFFORM 528 import and export controls

**Import and
Export Control Information**

Contract No.	
--------------	--

1a: Supplier Name		
1b: Address		
1c: City/State		
1d: Post/Zip Code		
1e: Country		
1f: CAGE/NCAGE		

Line item	Product Name 1a	Description 1b	Part Number 1c	NSN Part Number 1d	Manufacturer 1e	Address 1f
1						

US Trade Controls Applicable								Other Country Trade Controls Applicable		UK Trade Controls Applicable						End Use Certificate if required yes, attach			
2a	2b	2c	2d	2e	2f	2g	2h	3a	3b	4a	4b	4c	4d	4e	4f	5a	5b	5c	Line item
																			1

Declaration

I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.

Printed name	██████████
Position or Job Title Held in Company / MOD	PORTFOLIO MANAGER
Address	UK DOCKS MAIRNE SERVICES NORTH LTD, RIVER DRIVE, SOUTH SHIELDS, NE33 1LH
E-Mail	██████████
Telephone number	+44 (0) 191 456 9375
Signed (Duly authorised person)	██████████
Date of signature	30.08.22

Please print off this Declaration Sheet and provide a signed copy with your Tender submission

Schedule 2 – Annex W
DEFFORM 539A Tenderer's Sensitive Information

DEFFORM 539A
Edn 01/22

Tenderer's Sensitive Information

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

ITT Ref No: 701576553
██████████
██████████
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██████████
██████████
██████████

Schedule 2 – Annex X
DEFFORM 687c (Electronic Information Sharing Agreement)
(EISA)

Ministry of Defence

Electronic Information Sharing Agreement (EISA)

THIS AGREEMENT, reference 701576553[reference number] relates to the use of the Shared Data Environment (SDE) Service to be provided under MOD contract number 701576553 [Offshore Patrol Vessels Future Support (OPV FS) (Contract Reference Number 701576553)] (the Contract) between the Secretary of State for Defence (the Authority) and [UK Docks Marine Service North Ltd] (the Contractor),

The Authority and the Contractor have entered into the Contract, which is subject to DEFCON 687A and, where applicable, DEFCON 687B, to provide a Shared Data Environment Service. The terms of the Agreement govern the use of the Service.

It is agreed as follows:

CONTENTS	
Clause 1	Definitions and Interpretations
Clause 2	Scope
Clause 3	Duration
Clause 4	Designation of Users
Clause 5	Withdrawal and Exclusion from the Agreement
Clause 6	Marking of Information
Clause 7	Provision of Information
Clause 8	Obligations of the Contractor
Clause 9	User Obligations
Clause 10	Disaster Recovery Plan
Clause 11	Withdrawal of Information
Clause 12	Intellectual Property, Confidentiality and Protection of Information
Clause 13	Additional Users
Clause 14	Amendments
Clause 15	Notices
Clause 16	Audit
Clause 17	Liability
Clause 18	Law
Clause 19	Dispute Resolution
Clause 20	Entire Agreement
Clause 21	Severability
Clause 22	Transfer
Clause 23	Waiver
Annex A	Project Description
Annex B	User Protocol
Schedule 1	Primary and Secondary Users
Schedule 2	Marking Scheme

Definitions and Interpretations

The following words and expressions shall have the meanings given to them. Words derived therefrom shall have the appropriate related meaning, except where the context requires a different meaning:

“Access” means communication with the SDE by Users, including Loading and Retrieval of Information;

“Agreement” means this agreement including its Annexes, Schedules and any other documentation expressly made part of the Agreement;

“Contracted Information” means Information which a User delivers or provides to another User or Users as a specific requirement of an underlying Project contract, including the Contract;

“Data” means Information represented in digital form;

“Expunge” means the removal of Data from the SDE whilst ensuring that a record of its existence is maintained in the Log;

“Fidelity” means the extent to which the SDE System maintains Data without corruption or disturbance to its content as it is processed;

“Information” means any information, in any form, disclosed or acquired under or in connection with the Agreement;

“Integrity” means the extent to which the SDE System safeguards and properly processes Data;

“Load” means to place Information on the SDE or make it accessible to the SDE so that it can be Retrieved by one or more Users;

“Log” means the record of communication with the SDE involving Access;

“Mark” means a designation permanently associated with a piece of Information, whether in tangible or digital form;

“Non-Contracted Information” means all Information other than Contracted Information which a User makes available to another User or Users;

“Primary User” means a User so designated in Schedule 1;

“Project” means the project, of which the Contract forms a part, described in Annex A;

“Project Implementation” means all activities conducted for the purpose of implementing the Project;

“Project Purposes” means all activities conducted for the purposes of implementing the Project, but excluding use for competitive purposes or tendering, manufacture, repair, overhaul or maintenance purposes except as provided in any contract under which the Information is provided;

“Retrieve” means retrieval of Information or other communication with the SDE other than Loading;

“Secondary User” means a User sponsored by a Primary User and so designated in Schedule 1;

“Shared Data Environment (SDE)” means the SDE System together with

Information Accessed via the SDE System, and

any part of the computer and software infrastructure which is controlled by a User other than the Contractor;

“Shared Data Environment Service (SDE Service)” means the SDE Service specified in the Contract, including the provision of an SDE System by means of which Information may be Accessed;

“Shared Data Environment System (SDE System)” means the computer and software infrastructure required for the SDE Service including the computer systems, networks, software, business processes and rules but excluding:

Information Accessed via that infrastructure, and

any part of the computer and software infrastructure which is controlled by a User other than the Contractor;

“Supply” means to make Information available for Loading;

“User” means a party to the Agreement;

“User Protocol” means the document at Annex B which describes the overall architecture of the SDE, including the elements provided by the Contractor and those provided by other Users, the shared business processes, Information management arrangements, technical interface requirements and administrative procedures necessary for Users to operate effectively within the SDE; and

“Working Day” means any day excluding:

Saturdays, Sundays and public and statutory holidays in the jurisdiction of the User concerned, and

privilege days notified in writing by the Authority to the Users at least 10 Working Days in advance.

Scope

The Agreement is created for the purposes of establishing the SDE for the Project, providing for Users secure Access and assurance as to the security of Information.

The Agreement defines the responsibilities, rights and obligations of Users in relation to the SDE and the User Protocol.

Duration

The Agreement shall remain in force until:

the Contract expires or is terminated, or

[date]

whichever occurs soonest.

The Contractor shall notify all Users:

immediately on receipt of a notice of termination, of the date of termination of the Contract, and in good time, and within not less than 30 calendar days, of the impending expiry of the Contract.

Clauses 12 and 19 shall survive the expiry or termination of the Agreement.

Designation of Users

Each User shall be designated as a Primary User or a Secondary User and so identified in Schedule 1.

Each additional Secondary User must be sponsored by a Primary User with whom **they have**, or intends to establish, a Project-related contractual relationship. Notice of **their** sponsorship shall be sent to all Users by the Contractor and shall constitute a application for an additional User in accordance with the provisions of Sub Clause 13.b).

Withdrawal and Exclusion from the Agreement

Without prejudice to any contractual obligations a User, with the exception of the Authority or the Contractor, may withdraw from the Agreement on giving 15 calendar days' notice to the Contractor.

The Authority may require the exclusion of a User from the Agreement, after consultation with the Contractor and that User, in the following circumstances:

the underlying contract under which **they were** engaged with the Project has expired or is terminated; or

where there is no contractual relationship, **their** association with the Project has ceased; or

where a User's actions or omissions have caused **them** to have prejudiced the effective operation of the SDE.

A User may request the Authority to exclude another User if **they have** good cause to believe that a circumstance outlined in sub-Clause 5.b) applies.

The Contractor shall immediately notify all Users of any withdrawal or exclusion of a User.

In the event of exclusion under sub-Clause 5.b)iii), and on expiry of the notice period under sub-Clause 5.a), the Contractor shall immediately withdraw that excluded User's Access rights to the SDE.

If a User withdrawing or excluded from the Agreement under the provisions of this Clause 5 is a Primary User sponsoring a Secondary User, the withdrawal or exclusion of the Primary User shall include the withdrawal or exclusion of the Secondary User and the conditions of this Clause 5 shall apply to the Secondary User.

The Primary User with whom a Secondary User has had a project-related contractual relationship shall cause the Secondary User's Access rights to be discontinued as soon as the Project-related contractual relationship expires or is terminated.

In the event that a User is excluded or withdraws from the Agreement under this Clause 5, **they** shall be subject to the continuing obligations set out in Clauses 11 and 12. Withdrawal or exclusion from the Agreement shall have no effect on **their** liabilities arising under the Agreement.

Marking of Information

Prior to the Supply of Information, each User shall apply Marks to that Information, in accordance with Schedule 2.

In addition to the Marks in Schedule 2, the User may mark Information to be Supplied with a copyright and/or other proprietary legend.

No User shall remove or modify any Mark or legend on Information Loaded or Retrieved and each User shall retain those Marks or legends on any copies or extracts of the Information that **they** make, unless otherwise agreed by the User who applied those Marks or legends.

Provision of Information

Each originating User who Loads or Supplies Information shall ensure that:

the Data conforms with the requirements specified in the User Protocol;

the Data has been verified in accordance with the virus control policy provided by the Contractor in accordance with DEFCON 687A;

the Information is Marked in accordance with the provisions of Clause 6 and Schedule 2; and

they have all necessary entitlements or permissions in respect of any material within the Information not originated by **them**, to Load the Information and permit its Retrieval and use under the terms of the Agreement by those Users to whom Access is permitted.

All requests by Users for further Information to be Loaded shall be directed to the Contractor and considered by the Authority. Where agreed with the originating User of that new Information, it shall be Loaded and subjected to the provisions of the Agreement.

Obligations of the Contractor

Subject to Users obtaining, where required, necessary licences from third parties, the Contractor grants Users the right to utilise the SDE System for Project Implementation and shall owe the following obligations to each of the other Users:

to enable Access exclusively for the Users who are from time to time parties to the Agreement;

to provide service support facilities to all Users;

to ensure that the SDE System operates and is operated in accordance with the security and confidentiality requirements set out in the Agreement;

to use all reasonable endeavours to ensure that the Information processing systems deployed to support the SDE System:

maintain Loaded Information without corruption to its content as it is processed, and

properly process the Information;

to provide a secure user authentication method;

to provide the means for Users to establish Access permissions for their Information;

to provide Users with controlled Access;

to ensure, as far as is reasonably practical, that all Loaded Information, including associated marks and legends, is Accessible only by Users authorised to have Access and is not altered, lost or destroyed;

to implement and maintain a virus control policy and make details thereof available to all Users;

to ensure that, if any part of the SDE Service or SDE System is changed, the Users' ability to Access Information is not adversely affected; and

all Data, when stored in the SDE System, is maintained from the date of being loaded into the SDE for the period specified in the User Protocol, after which time it shall be Expunged unless:

a specific request for its retention in the SDE is made by any current User, or

it is withdrawn by a User in accordance with Clause 11, or

it is Archived.

These obligations are to be implemented in accordance with Annex B.

User Obligations

Each User, other than the Contractor, shall designate an individual in **their** organisation who shall be the principal point of contact for matters relating to the management and organisation of Information within **their** organisation's control.

Users shall comply with the requirements set out in the User Protocol.

Originating Users shall establish the Access permissions for their Information and, without prejudice to their contractual commitments, have the right to change or require the Contractor to change those Access permissions at any time.

If the Contractor determines that a User is in breach of any of the obligations under the Agreement which prejudices the effective operation of the SDE, then **they** may deny the provision of the SDE Service to that User.

If a User gains Access to any Information which **they have** reason to believe is not intended for **their** Access **they** shall, without delay, inform the Contractor and request that the Access permission is referred to the originating User for confirmation or alteration.

If a User becomes aware of an instance of unauthorised Access or a breach of the Agreement in relation to any associated procedures or systems (including, but without limitation, unauthorised Access to **their** own systems or accidental Access to another User's systems), **they** shall immediately notify the Authority and the Contractor.

If notification is given under sub-Clause 9.f) Users shall, on request, provide reasonable assistance to the Authority and the Contractor in respect of any investigation and rectification that may be necessary.

In the event that a User is unable to Access the SDE through no fault of **their** own, or **they** become aware of any fault or inaccessibility of **their** own system which may affect Loading or Retrieval, **they** shall immediately inform the Contractor.

Within the scope of the Agreement, sponsoring Primary Users shall be responsible for the actions of their Secondary Users.

Disaster Recovery Plan

Users other than the Contractor shall participate in a disaster recovery plan for parts of the SDE within their control as required by the User Protocol.

Withdrawal of Information

Except as provided in sub-Clause 11.b) and upon giving 15 calendar days' notice, any originating User shall have the right to withdraw **their** Information from the SDE.

An originating User shall have no right to withdraw from the SDE Contracted Information which has been Supplied or Loaded, unless the Authority or other User to whom Information was provided consents to that withdrawal.

Where an originating User has the right under sub-Clause 11.a) to withdraw **their** Information and where Information which that User Supplied or Loaded is contained in the Data under the direct control of another User, the originating User may require that other User to Expunge the Data to the extent that it contains the Information which **they are** entitled to withdraw.

Subject to giving 15 calendar days' notice, a withdrawing or excluded User shall have the right to require the denial of Access to Contracted Information for those Users having no contractual right to hold or use that Information.

Intellectual Property, Confidentiality and Protection of Information

The Supply or Loading of Information shall not create or imply any of the following:

any transfer of ownership of Information or of underlying IPR or any collective ownership of the same;

any grant of a licence permitting use of Information or of underlying IPR other than a permission to use Information for Project Purposes, but this shall not prejudice any pre-existing or separately acquired rights of any User; or

any limitation on the right of any User to exert **their** rights in Information **they have** originated and in underlying IPR for any breach of the terms of the Agreement.

No User shall claim, or exert against another User, IPR of any description in respect of any database or collective work resulting from the Loading or ordering of Data within the SDE.

All Information that is Loaded is provided in confidence by the originating User to one or more other Users to whom **they have** granted Access, for use solely as identified below:

Contracted Information – for use in accordance with the contractual arrangement under which it is provided or if no use is stated in the underlying contract arrangement, or there is no underlying contract with the User Accessing Information, then use shall be solely for Project Purposes;

Non-Contracted Information – for use by Users for Project Purposes.

Each User who Retrieves Information shall be bound by an obligation of confidence under the Agreement, in respect of the Information, to the originating User and/or third party owner identified in the Marking or any IPR legend, subject to the exclusions in sub-Clause 12.f) and subject to any pre-existing or separately acquired rights.

Each User shall ensure that Information **they** Retrieve is disclosed to **their** employees, only to the extent necessary for the purposes permitted by Clause 12 and is treated in confidence by them. **They** shall ensure that **their** employees are aware of **their** arrangements for discharging the obligations at sub-Clause 12.d) before Retrieving Information and shall take reasonable steps to enforce them.

The limitations imposed by sub-Clauses 12.c) and 12.d) in regard to Information shall not apply to any Information Retrieved by a User to the extent that **they** can show:

that the Information was or has become publicly available for use otherwise than in breach of any provision of the Agreement or any agreement which **they** has with the originating User;

that the Information was already known to **them** (without restrictions on disclosure or use) prior to Retrieving it from the SDE;

that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is **themselves** under no obligation restricting its disclosure; or

from **their** records that the same Information was derived independently of that Retrieved from the SDE; provided that the relationship to any other Information is not revealed.

The provision of sub-Clauses 12.a) through to 12.f) shall continue to apply to withdrawn Information and Expunged Data.

Additional Users

Applications for additional Users shall be made to the Contractor, who shall consult the Authority on each application.

With the approval of the Authority, additional Users may enter into the Agreement, subject to each existing User being notified by the Contractor of the proposed introduction and having the opportunity to raise any objection with the Authority. Failure by a User to respond to that notification within 15 calendar days of receipt shall be deemed to signify consent by that User to the addition of the proposed User.

The Authority and the Contractor in deciding whether to admit the proposed User to the Agreement shall take objections into account. An objection shall not constitute a right of veto, except in relation to Access to or Retrieval of Information in which the User raising objection has rights or shall be entitled to claim rights.

Amendments

Amendments to the Agreement, except for the addition of a User under Clause 13, may be made only with the express agreement of all Users. Changes to the User Protocol shall not be unreasonably refused. Any proposals to amend the Agreement shall, in the first instance, be submitted to the Authority, who shall consult all other Users.

The authoritative version of the Agreement shall be maintained by the Contractor in the SDE System for Retrieval by all Users.

Notices

All notices, orders, or other forms of communication required to be given in writing ("Notices") under or in connection with the Agreement shall:

be given in writing;

be authenticated by signature, either physical or electronic, as appropriate;

be marked for the attention of the appropriate department or officer; and

be marked in a prominent position with the Agreement reference or relevant contract number.

Notices should be delivered by:

hand;

first-class prepaid post (or airmail, in the case of Notices to or from overseas);

facsimile;

telex; or

electronic mail, including the delivery of a message by means of the SDE.

Notices shall be deemed to have been received if;

delivered by hand, on the day of delivery if it is the recipient's Working Day and otherwise on the first Working Day of the recipient immediately following the day of delivery;

sent by first-class prepaid post (or airmail, if appropriate), on the third Working Day (or on the tenth Working Day, in the case of airmail) after the day of posting; or

sent by facsimile, telex or other electronic means;

if transmitted between 09.00 and 17.00 hours on a Working Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

if transmitted at any other time, at 09.00 on the first Working Day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.

The address (including electronic addresses) of each User to which all Notices shall be sent is that specified in the Agreement, or such other address as a User may by written Notice specify to the other Users for the purpose of this Clause 15.

Where a User requests written confirmation of any communication which does not constitute a Notice such request shall not unreasonably be refused.

Audit

A User may, at any time, and upon giving a reason, request the Authority to audit the Integrity, Fidelity, infrastructure and organisation of the SDE. The Authority shall not unreasonably refuse a request and shall make the conclusions of the audit report available to the User within [10] Working Days of completion of the audit.

A User may, at any time, request from the Contractor a certified extract from the Log relating to **their** own Access to Information or Access by other Users to Information Supplied by **them**.

Liability

The liability of the originating User to another User, in respect of Contracted Information Supplied, shall be determined by reference solely to the express terms of the contract or subcontract under which the Information is provided.

An originating User shall have no liability to other Users whether in contract, tort or otherwise except as provided in sub-Clause 17.a), including liability for negligence to any other User in respect of any loss or damage incurred by a User whether:

directly or indirectly as a result of use of Loaded Information, or

as a result of reliance on that Information

No User shall have any liability to another User in respect of any breach of this Agreement except:

as provided in sub-Clause 17.a);

in respect of Clause 12; or

in cases of wilful misconduct.

Nothing in sub-Clauses 17.b) and 17.c) shall exclude any liability in respect of personal injury or death arising from negligence which may not by law be excluded.

Law

The Agreement shall be considered as an agreement made in England and subject to English Law.

Subject to Clause 19 and without prejudice to the dispute resolution process set out in that Clause, each User hereby irrevocably 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 Agreement or breach thereof.

Other jurisdictions may apply solely for the purpose of giving effect to this Clause 18 and for the enforcement of any judgement, order or award given under English jurisdiction.

Dispute Resolution

Users in dispute will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement through negotiations between the respective representatives of the Users in dispute having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the Users in dispute may agree.

In the event that the dispute or claim is not resolved by negotiation, or where the Users in dispute have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration.

The User or Users initiating the arbitration shall give a written notice of arbitration to the other User or Users party to the dispute, specifically stating that the dispute is in relation to the Agreement and is referred to arbitration.

Unless otherwise agreed in writing by the Users in dispute, the arbitration and the Agreement shall be governed by the provisions of the Arbitration Act 1996.

It is agreed between the Users that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.

For the avoidance of doubt it is agreed between the Users that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Users in arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Users in dispute, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.

Entire Agreement

The Agreement represents the entire agreement between the Users with respect to its subject matter and no other agreement between Users or action of a User shall be taken to amend, alter or exclude any part of the Agreement.

Severability

If any term, condition or provision contained in the Agreement shall be held to be invalid, unlawful or unenforceable to any extent, that term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of the Agreement.

Transfer

No User shall give, bargain, sell, assign, or otherwise dispose of the Agreement or any part of it, or the benefit or advantage of the Agreement or any part of it, without the previous consent in writing of the other Users.



Waiver

No act or omission of any User shall by itself amount to a waiver of any right or remedy unless expressly stated by that User in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.



No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

AGREED

For and on behalf of the Secretary of State for Defence ("the Authority")

Signature 
Name 
Position H&P DT Chief Technical Superintendent
Date 21 April 23

For and behalf of UK Docks Marine Service North Ltd.....("the Contractor")

Signature ........
Name .....
Position DIRECTOR.....
Date 15TH AUGUST 2022.....

For and behalf of (“a User”)

Signature

Name

Position

Date

Annex A

Project Description

Refer to the OPV FS Project Plan

Annex B

User Protocol

Schedule 1

Primary and Secondary Users

Primary User [Name], sponsoring:

Secondary User [Name]

Secondary User [Name]

Secondary User [Name]

Primary User [Name], Sponsoring

Secondary User [Name]

Secondary User [Name]

Secondary User [Name]

Schedule 2

Marking Scheme

the name of the User originating the Information;
the national security classification ;
a commercial privacy designation;
the Information type;
the Data category, ie. Contracted or Non-Contracted Information. In the case of Contracted Information, the User to whom the contractual obligation is owed must be specified;
an identification number;
the name of each Primary User to whom Access is granted;
any other Marks

Schedule 2 – Annex Y

DEFFORM 691A (Edn 03/13)

Ministry of Defence **Timber and Wood-Derived Products Supplied under the** **Contract – 701576553**

Data Requirements

Contract No: 701576553

The following information is provided in respect of clause 10 of DEFCON 691:

Schedule of Requirements item and timber product type	Volume of timber delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber delivered to the Authority with other evidence	Volume (as delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber delivered to the Authority under the Contract
NIL RETURNS	NIL RETURNS	NIL RETURNS	NIL RETURNS	NIL RETURNS

Schedule 2 – Annex Z
Labour Rates for Ad-hoc Tasking

Item No.	Grade of Staff	Year 1	Year 2	Year 3	Year 4
1.1	Contract Director				
1.2	Operations Manager/Project Manger				
1.3	Engineering				
1.4	Superintendent				
1.5	Logistics & Procurement				
1.6	Technical Administration				
1.8	Finance				
2	Profit Rate (applicable to all the above costs)				

Item No.	Grade of Staff	Year 5	Year 6	Year 7	Year 8
1.1	Contract Director				
1.2	Operations Manager/Project Manger				
1.3	Engineering				
1.4	Superintendent				
1.5	Logistics & Procurement				
1.6	Technical Administration				
1.8	Finance				
2	Profit Rate (applicable to all the above costs)				

Note. Profit Rate detailed in line 2 of this schedule is to be used when populating Work Package 2 and 3 Tasking Forms and is only applicable to lines 1.1 to 1.8 of this schedule. For the avoidance of doubt profit is not applicable to materials or subcontractor costs under Work Package 2 and 3

Schedule 2 – Annex AA

Social Value

1. Method Statement (MS)- MAC 2.3

1.1 Social Value Commitments which Provide Added Value

Our Social Value (SV) commitments were developed by our Contract Director (CD) and Human Resources Manager (HRM) in line with the MAC 2.3 guidance. Our HRM shall be the SV Lead, responsible for commitments below:

SV Objectives	SV Commitments	Reporting/Monitoring Metrics
Create Employment Opportunities and Nurture the Future Workforce	Offer Level 4 Maritime STEM Apprenticeship Placements to Two T-Level Students p/a across the following apprenticeship courses Marine Engineering, Supply Chain Logistician, and Data Technician.	<ul style="list-style-type: none"> • Number of (No.) FTE employment opportunities created; • No. apprenticeship Placements; • No. apprentices becoming full time employees; • No. careers talks • No. students interested in apprenticeship placements; • No. EAN meetings attended; • No. roles advertised and recruited; • % of new roles with salaries higher than industry average.
	Target Local Candidates and Under-Represented Groups when Recruiting into Contract Workforce	
	Interview 100% of UKD's Qualified Apprentices	
	Two Careers and Safety Talks at Education Settings p/a	
	Continual Recruitment Campaign	
	Attendance at monthly Enterprise Adviser Network (EAN) meetings	
Drive Continual L&D	At Least 20 Hours of Learning Per Staff Member p/a	<ul style="list-style-type: none"> • No. workforce learning hours ; • Staff feedback on L&D.
	Include Attainment of Maritime Skills Qualifications via Maritime Skills Alliance to L&D plans	<ul style="list-style-type: none"> • No. staff working towards/holding MSQs.
Broaden Capacity in Technology and Support Educational attainment in Digitally-Focussed Skills	Develop Digitally Focussed Skills	<ul style="list-style-type: none"> • No. learning hours for developing technological/digital skills; • No. employed data analysis roles; • No. presentations provided by industry leaders.
	Upskill 2 Roles in Data Analysis	
	At Least 20 Hours of Learning focussed on Digitally Focussed Skills Within Contract Workforce p/a	
	c.2 Presentations Delivered Onsite and/or Virtually by Industry Leaders in Digital Solutions and Technology	<ul style="list-style-type: none"> • No. personnel enrolled onto training courses.
	Enrol personnel onto VCI limited accredited training courses in condition-based monitoring and data analysis (ISO 18436-2 categories 1 & 2)	
Provide Ongoing and Remote Learning Opportunities	Become a Northeast STEM hub Ambassador	<ul style="list-style-type: none"> • Ambassador status • No. meetings/forums attended • No. events supported
	Develop E-learning Portal to Facilitate Remote Learning for UKD and Ship Staff	<ul style="list-style-type: none"> • No. learning hours completed remotely; • Feedback on remote learning facilities.
	Invest £250 per Head p/a for L&D	

Table 6: MAC 2.3 SV Objectives, SV Commitments, Monitoring Metrics

SCHEDULE 3

Roles and Responsibilities of the Authority

Introduction

This Schedule sets out the Authority's roles and responsibilities to the Contractor for the operation of the vessels throughout the Term.

The Authority

The Authority will be responsible for providing suitably qualified and experienced personnel to carry out the Authority's responsibilities.

The Authority will be responsible for ensuring that Ship's Staff personnel have completed the appropriate Temporary Employment Modules (TEM's) prior to joining the Vessel(s) in order to Operate, Diagnose, Maintain and Repair (OMDR).

The Authority will ensure that the Ship's Staff undertake all CAT A maintenance and defect rectification tasks planned and managed in the MMS environment, except where prevented from doing so by equipment defects or other shortfalls against the Contractor's responsibilities. Any occurrence of this deviation will be reported and managed through the in-service Concession Management process as defined in BR 1313.

The Authority will ensure that the Ship's Staff give the Contractor and its Sub-Contractors all reasonable assistance and co-operation consistent with the Vessel's military status in meeting their obligations under the Contract, including when the Contractor or its Sub-Contractors undertake those maintenance and defect rectification tasks which are beyond the Ship's Staff's capability.

The Authority will, subject to any overriding operational or military requirements, allow the Contractor to communicate with the Vessels, including whilst they are at sea or away from their base port co-operate with the Contractor in getting urgent spares to the Vessel and permit the Contractor access to the Vessels in order to carry out its obligations under the Contract.

In order for the Contractor to undertake its obligations under the contract, the Contractor will require access to the vessels in order to undertake maintenance activities. To facilitate this, the Authority shall make each vessel available to the Contractor for maintenance of the vessels and its equipment in accordance with the agreed annual tasking and maintenance plans.

The Authority shall allow the Contractor access to the vessels for maintenance and defect rectification beyond the capability of the Ship's Staff, including during port calls. Such access shall not be unreasonably withheld, however, should such access be denied, the subsequent application of Service Credits to the particular fault shall be subject to classification as a Relevant Event.

In the event that an Operational Defect (OPDEF) cannot be rectified by the Ship's Staff, the Authority shall take all reasonable measures to facilitate access to the vessel by the Contractor to assist in defect rectification, including bringing the vessel into a suitable port, or by arranging transportation for the Contractor's engineers from a convenient location on land to the vessel.

When a Vessel is berthed or at anchor in a Naval Base (UK or foreign) then the Contractor shall arrange for any necessary security clearances for the Contractor's or its Sub-Contractors' personnel and their equipment to enable them to gain access to the Vessels.

The Authority shall give the Contractor and his Sub-Contractors all reasonable assistance, as may be required, to arrange any necessary services or facilities to allow the Contractor to meet his obligations under the Contract.

Specified personnel within the Authority hold defined Safety Delegations. These are detailed within the Authorities Safety and Environmental Management Plan.

Ship's Staff

Ship's Staff Familiarisation - The Contractor shall be aware of the Royal Navy (RN) practice of involving the new members of a ship's company to participate in defect diagnostics and rectification to enable them to gain experience of the systems and sub-systems they are responsible for on the vessel. The Contractor shall anticipate that this practice will be continued throughout the contract period.

Ship's Staff will be responsible for:

- a) the planning, conduct of Ship's Staff Preventive and Corrective Maintenance on the Ship in accordance with Maintenance Management System (MMS)
- b) maintenance of Military Task Equipment (MTE) in accordance with MMS
- c) raising demands on the Contractor for the supply or re-supply of spares and stores
- d) stowing the spares provided by the Contractor in suitable storage areas on the vessel's and shall account for all spares usage on the vessels using Management of the Joint Deployed Inventory (MJDI)
- e) the safe custody of on-board spares and stores and the maintenance of inventory records
- f) the reporting of all defects including status and date of rectification on ODMS.
- g) managing, maintaining, and keeping up to date the data input for the onboard UMMS.
- h) ship's husbandry tasks including routine cleaning and minor areas of re-preservation to limit the spread of corrosion.

The Authority will ensure that the Ship's Staff of each Vessel are available to maintain, fault-find and repair the ship's equipment, excluding Government Furnished Assets (GFA) within the working patterns defined in the RCOPV Use Study. Any additional hours worked will be at the Authority's sole discretion.

The Ship's Staff will not unreasonably refuse to carry out maintenance or to rectify defects on the vessels.

Ship's Staff Training - Specialist Training, certain new members of the Ship's Staff, in particular the equipment maintainers and operators, will be required to undertake specialist training prior to joining the vessel. The precise timing and length of specialist training required is defined in the Training Needs Analysis (TNA) carried out by Naval Training Authority.

Contractor Allocated Periods will be of short duration and therefore Ship's Staffs will be expected to

- a. remain with their vessel during these periods
continue to carry out SS maintenance
manage the receipt and issue of spares
Provide security, safety & firefighting cover for the ship
- e. witness/assist/escort the Contractor's engineers as necessary

The Ship's Marine Engineer Officer will be the primary point of contact for all general support matters and will be the Lloyds onboard Authorising Officer.

Schedule 4

Pricing and Delivery Milestone Payment Plan

1. Payment shall be made in accordance with Clause 18 (THE PRICE AND PRICING METHODOLOGY) and Clause 19 (PAYMENT).

SOR Work Package 1a – Year 1 [1st July 2023 to 31st March 2024] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1a. 1	31 st July 2023	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 2	31 st August 2023	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 3	30 th September 2023	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 4	31 st October 2023	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 5	30 th November 2023	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 6	31 st December 2023	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 7	31 st January 2024	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 8	29 th February 2024	Supply a minimum of BSC Support Services for all OPVs in accordance with the contract	
WP1a. 9	31 st March 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 1 for WP1 £ (Ex VAT)			

Note WP1a. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1a. 9 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1b – Year 2 [1st April 2024 to 31st March 2025] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1b. 1	30 th April 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 2	31 st May 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 3	30 th June 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 4	31 st July 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 5	31 st August 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 6	30 th September 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 7	31 st October 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 8	30 th November 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 9	31 st December 2024	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 10	31 st January 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 11	28 th February 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1b. 12	31 st March 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 2 for WP1 £ (Ex VAT)			

Note WP1b. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1b. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1c – Year 3 [1st April 2025 to 31st March 2026] PO: TBC

Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1c. 1	30th April 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 2	31st May 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 3	30th June 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 4	31st July 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 5	31st August 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 6	30th September 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 7	31st October 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 8	30th November 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 9	31st December 2025	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 10	31st January 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 11	28th February 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1c. 12	31st March 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 3 for WP1 £ (Ex VAT)			

Note WP1c. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1c. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1d –Year 4 [1st April 2026 to 31st March 2027] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1d. 1	30 th April 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 2	31 st May 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 3	30 th June 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 4	31 st July 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	

WP1d. 5	31 st August 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 6	30 th September 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 7	31 st October 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 8	30 th November 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 9	31 st December 2026	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 10	31 st January 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 11	28 th February 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1d. 12	31 st March 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 4 for WP1 £ (Ex VAT)			

Note WP1d. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1d. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1e –Year 5 [1st April 2027 to 31st March 2028] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1e. 1	30 th April 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 2	31 st May 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 3	30 th June 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 4	31 st July 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 5	31 st August 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 6	30 th September 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 7	31 st October 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 8	30 th November 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	

WP1e. 9	31 st December 2027	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 10	31 st January 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 11	29 th February 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1e. 12	31 st March 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 5 for WP1 £ (Ex VAT)			

Note WP1e. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1e. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1f –Year 6 [1st April 2028 to 31st March 2029] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1f. 1	30 th April 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 2	31 st May 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 3	30 th June 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 4	31 st July 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 5	31 st August 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 6	30 th September 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 7	31 st October 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 8	30 th November 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 9	31 st December 2028	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 10	31 st January 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1f. 11	28 th February 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	

WP1f. 12	31 st March 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 6 for WP1 £ (Ex VAT)			

Note WP1f. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1f. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1g –Year 7 [1st April 2029 to 31st March 2030] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1g. 1	30 th April 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 2	31 st May 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 3	30 th June 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 4	31 st July 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 5	31 st August 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 6	30 th September 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 7	31 st October 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 8	30 th November 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 9	31 st December 2029	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 10	31 st January 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 11	28 th February 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1g. 12	31 st March 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 7 for WP1 £ (Ex VAT)			

Note WP1g. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1g. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

SOR Work Package 1h –Year 8 [1st April 2029 to 31st March 2030] PO: TBC			
Milestones	Date of Invoice	Activity Description	Payment to be received £ (Ex VAT)
WP1h. 1	30 th April 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 2	31 st May 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 3	30 th June 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 4	31 st July 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 5	31 st August 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 6	30 th September 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 7	31 st October 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 8	30 th November 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 9	31 st December 2030	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 10	31 st January 2031	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 11	28 th February 2031	Supply FSC Support Services for all OPVs in accordance with the Contract	
WP1h. 12	31 st March 2031	Supply FSC Support Services for all OPVs in accordance with the Contract	
Total Year 8 for WP1 £ (Ex VAT)			

Note WP1h. Payments are subject to VOP detailed in Clause 18 (The Price and Pricing Methodology) in addition, WP1h. 12 payment is to be made less any reduction under the Service Credit/Debit regime detailed in Schedule 1, Annex M (Performance Management and Key Performance Indicators)

Schedule 5

Tasking Process

Purpose:

The Authority regularly requires services from the support Contractor that are not included as part of Work Package 1, these could be for capability upgrades, safety investigations, additional support to ships during maintenance periods or any other additional support tasking.

The method of placing these requirements will be through Ad-Hoc Tasking Form which can be found at Annex A to this Schedule 5.

All Tasks will be recorded by the Authority at Schedule 5 Annex B (Work Package 2 & 3 Tasking Record of Change)

As appropriate the Authority will issue a revised Tasking Record of Changes (as set out in Schedule 5 Annex B) which will detail any completed and approved tasks that have not already been captured within the Record of Contract Amendment (Schedule 7).

If the Task is for a Limit of Liability (LoL) then the Contractor is to monitor the Task to ensure this is not exceeded. If it becomes apparent the LoL is likely to be exceeded, then the Contractor is to notify the Project Manager or Commercial Officer immediately, so additional funds can be approved. Unless additional written approval is obtained the Authority will not be responsible in any way whatsoever for any costs that exceed the LoL.

With the exception of Minor Obsolescence Tasks, in order for the Tasks to proceed, written approval must be obtained from the Authority's Project Manager, Finance Officer and Commercial Officer, to ensure that the proposed work and associated costs will provide value for money.

If the Task is a Minor Obsolescence task, in order for the Task to proceed, written approval must be obtained from the Authority's Project Manager, to ensure that the proposed work and associated costs will provide value for money.

With the exception of a Minor Obsolescence Tasks, the Contractor shall not undertake any work under a Task without the prior written authorisation of the Authority's Commercial Officer at Part 3. The Authority will not be responsible in any way whatsoever for any work undertaken or costs incurred prior to receipt by the Contractor of written authorisation.

If the Task is a Minor Obsolescence Task the Contractor shall not undertake any work without the prior written authorisation of the Authority's Project Manager at Part 3 who shall have the authority to approve this work to be carried out provided it meets the Minor Obsolescence threshold (= \pounds 1000 per item per Vessel). The Project Manager will then follow the approval process below.

Ad-Hoc Tasking Process

Part 1 – Description of Task Requirement

Part 1 (Description of Task Requirement) is completed by the Authority's Project Manager and will contain the following detail:

Contract number;
Task Title and unique task reference number designated by the Authority Project Manager or his authorised representative.

Pricing type - Firm or Limit of Liability (if known);

Which Vessel(s) the task will apply to.

Scope of Requirement and Background - Detailed description of the work with a clear statement of requirement, if necessary, the Authority will discuss the requirement with the Contractor prior to raising the Task Requirement.

IP Conditions applicable to this tasking - Applicable to DEFON 15 and/or 21 and in accordance with the Tasking Clause 27. To be used/removed as required.

Target Completion Date;

Date by which the quote to be returned.

Only Tasks that have been signed and dated by the Authority Project Manager (or their authorised representative) are valid to be Quoted by the Contractor.

The unique Task numbers will be in the following format: Task-XX-YY Ship

Task	Task Title
XX	Numerical order of the task
YY	Year task was raised
Ship	Ship class/Name

Part 2 - Price Breakdown

This part of the form is to be completed by the Contractor responding to the task proposed by the Authority at Part 1 as described below:

On receipt, the Contractor shall review the Task Requirement and, if necessary, discuss the details with the Authority Project Manager to confirm and agree a common understanding of the priority, background, and scope of the Task. These discussions may involve some amendment to the Task definition which will be actioned through amendment of the Task by mutual agreement;

The Contractor is required to complete Part 2 by providing:

An accurate Task start Date;

- A Description of Deliverables and FIRM prices for completing the task with a full breakdown of the costs incurred using the agreed labour costs subject to VOP detailed in the Schedule 2 Annex Z;

A description of estimated Travel and Subsistence and LofL prices calculated using the rates within Clause 22.

- In some instances, the Contractor may not be able to provide a Firm price for the work required (for example there may be significant unknown aspects which may only become clear once work has begun or Travel and Subsistence, then the Contractor may request to the Authority that they may submit a Limit of Liability (LOL) for the element of the work that cannot be FIRM price. If an LOL is approved, a full cost-breakdown must be submitted by the Contractor upon Completion of the Task;
- The Contractor is to apply profit using the rate detailed within Schedule 2 Annex Z for the year in which the task is completed. Profit is to be applied once to the total of the Material Cost Total, Labour Cost Total (without profit), and Total Travel and Subsistence to create a Total Task Cost.

All Tasks will be issued by the Contractor without commitment in the first instance. The Authority shall only be deemed to have committed to a Task once the task has been signed at part 3 and returned to the Contractor;

- The task should be returned with the Contractor's Authorising Officer's signature;

Once Part 2 is complete, send to the Authority's Project Manager at the email address specified in DEFFORM 111

Part 3 – Task Authorisation

Task Authorisation to be completed by the Authority as follows:

Upon receipt of the Task proposal from the Contractor, the Authority shall review the proposal. Should the Authority decide to accept the task, the Authority Project Manager, Finance Officer and Commercial Officer, or their authorised representatives shall complete and return Part 3 of the Task providing a Purchase order number to the Contractor to initiate work to begin;

Provided a Task bears a reference number, the Contract number, date and the signature of the appropriate Authority Commercial and Project Manager, both parts 1 and 3, it shall constitute a binding obligation on both Parties to comply with the terms of the completed Task Authorisation Form;

No work shall commence unless the Contractor is in receipt of a Task authorised by the Authority at Part 3. Any work undertaken by the Contractor against a Task prior to this approval may result in non-payment for this work;

- The Authority's Commercial Officer shall add authorised Tasks to the Tasking Record of Change (as set out in Schedule 5 Annex B).
- Should the Authority decide not to proceed further with a Task, then the Authority Commercial Officer shall notify the Contractor of the cancellation of the Task accordingly;

Part 4 – Contractor confirmation of Task Completion

- On completion of an approved Task the Contractor shall complete Part 4 of the Task (Where work is completed under a LoL the Contractor shall include evidence of the Firm price consisting of a full breakdown with receipts) and forward to the Authority Commercial Officer for Part 5 authorisation of satisfactory completion of the work before raising an invoice;

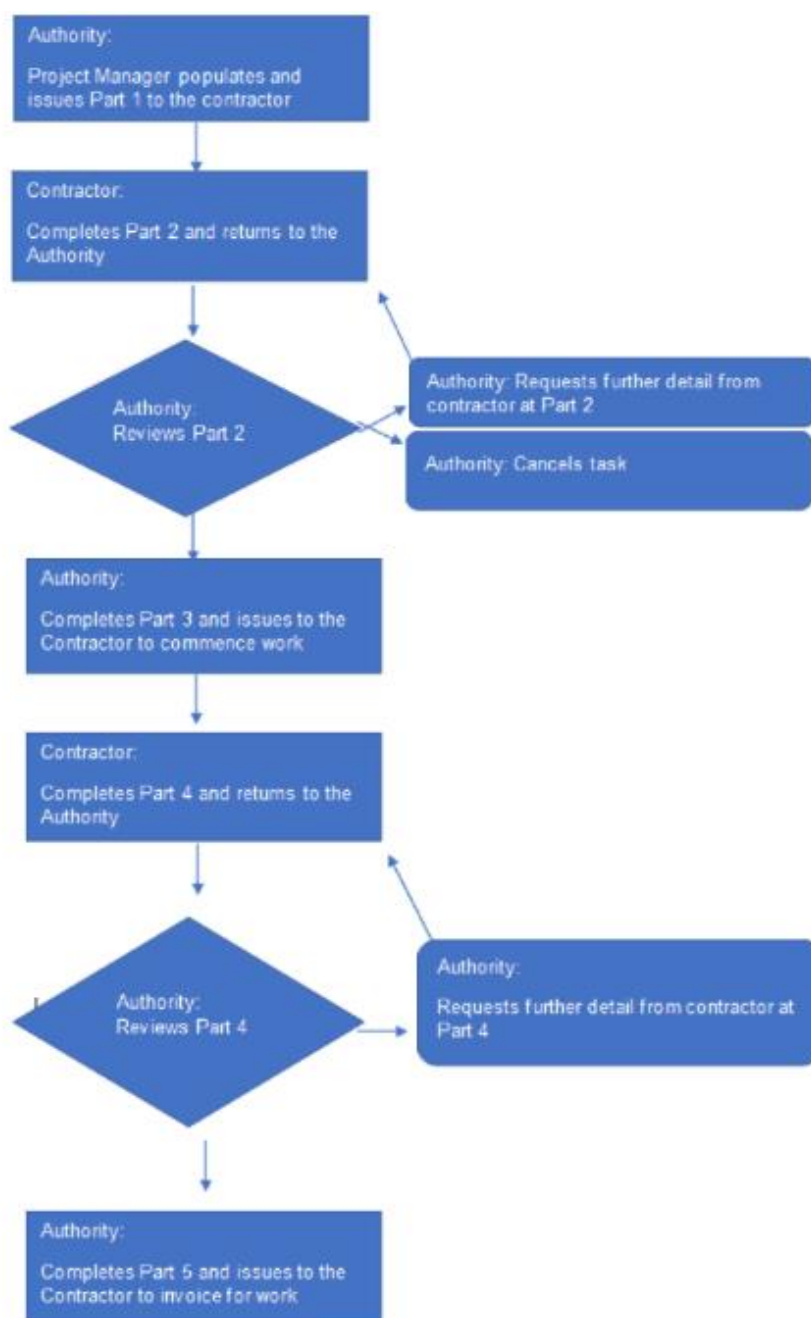
If the Task is for a LoL, the Contractor is responsible to monitor the task to ensure this is not exceeded.

5. Part 5 - The Authority acceptance of task completion

Upon receipt of the Task the Authority's Commercial Officer shall disseminate the Task to the appropriate Authority PM and Authority Commercial Officer to assess completion of the work accordingly. If the Authority accepts (in accordance with DEFON 525) the work under the Task has been completed satisfactorily, they shall complete Part 5 of the Task. The Authority Project Manager will then send the Task to the Authority Commercial Officer for countersignature and onward transmission to the Contractor's Authorised Representative. The Contractor shall then raise an invoice against the Purchase Order provided in part 3 of the Task.

- If the Authority rejects (in accordance with DEFCON 524) the Task for unsatisfactory completion of the Task an explanation for rejection shall be forwarded to the Contractor, from the Authority Commercial Officer, and annotated against the Task on the Contractor's Task Schedule. Remedial action by the Contractor is to be discussed and the way forward agreed with the Authority. The required Task end date may not be amended in these instances (subject to outcome of mutually agreed way forward).
- In the event that a Task is rejected (in accordance with DEFCON 524), and the Authority does not wish for the Deliverable to be re-worked and resubmitted by the Contractor due to another version of the Task to be delivered which is more recent and will replace the version that was rejected, the Task shall not count as accepted until the next version of the Task has been accepted.

Ad-Hoc Process Flow Chart



Title: Naval Ships Support Relevant Events (RE)

Purpose: This document describes the procedure in which a Relevant Event (RE) is managed between the MOD and the Contractor. The Authority will audit and scrutinise RE claims made by the Contractor team. This is to ensure the claim is an RE and the MOD are receiving value for money.

Introduction

A Relevant Event is the process used for the Contractor to claim back additional costs that have been incurred from actions or inactions by the Authority. A RE will be categorised under the following categories which the Authority are liable to cover the costs of:

CAT	Definition
Operational Damage	Damage to equipment (to include Operational Damage (e.g. PAC 24)).
Maintenance	Failure of Ship Staff (SS) to undertake maintenance.
D of C	Lack of Duty of Care (flood, fire, lack of watch keeping, expected engineering standards).
Stores	Stores (missing items, wrongly demanded items, Stock check issues etc).
Programme	Change of FOS (short notice changes to programme).
Capacity	Lack of Ship Staff capacity (requests for support due to gapped billets)/lack of Authority capability (e.g. sullage, shore power etc).
Other	

Subject to completion of the Process (as set out in paragraph 2 (Process) below), it is the Authority's obligation to reimburse the costs to the Contractor when additional costs suffered due to the above categories.

In the event that the occurrence of a Relevant Event shall be a Relief Event, the process at Clause 35 (Relief Event) shall apply. No Service Credits shall accrue, and the relevant RCOPV(s) shall be deemed to be Available to the extent that a Relevant Event has occurred.

All RE Tasks will be recorded by the Authority through the Tasking Record of Change (as set out in Schedule 5 Annex B).

Every month an amendment will be issued by the Authority which will detail any completed and approved RE tasks in the Tasking Record of Change (as set out in Schedule 5 Annex B) that is not already captured within the Record of Contract Amendment.

Process

Receiving Notification of a Relevant Event

Once an actual or potential RE has been identified, and within 2 Business Days of such occurrence, the Contractor is to take actions to rectify and mitigate the Relevant Event and give written notice to The Authority Ship Project Manager about the potential RE.

The notice shall:

Identify the cause of the Relevant Event with evidence (where possible);
Clearly identify how the Contractor or the Authority has been, will be or is likely to be affected by the Relevant Event.

The Contractor shall provide to the Authority such records as the Authority may reasonably consider necessary and appropriate for the purposes of establishing the accuracy of any Notice of a Relevant Event;
This is an opportunity for the Authority to investigate the issue before receiving the submitted claim. Ship Staff (SS) may be contacted with regards to the incident, asking for confirmation of events.

2. **Submission of Relevant Event (Part 1)**

- Relevant Event Tasking Form can be found at Annex A to Schedule 5

Once the actual or potential RE work has been completed the Contractor is to provide to the Authority the following detail within Part 1 of the Relevant Event Tasking Form:

• **Relevant Event details:** The Contractor is required to complete the correct contract number and Task Title.

• Unique task reference number to be completed by the Contractor using the correct format below:

Task	Task Title
XX	Numerical order of the task
YY	Year task was raised
Ship	Ship class/Name

• **Description of Relevant Event:** The Contractor is required to provide a description summarising events at Part 1 of the Tasking Form with supporting evidence. The evidence supplied must include which of the categories listed in section 1 above is applicable and supporting evidence. The evidence must give a fair reason as to why the MOD are liable to cover the costs incurred.

Deliverables: The Contractor is to provide an itemised breakdown of deliverables costs;

Contractor labour costs: The Contractor is to provide a breakdown of the hours claimed subject to VOP in accordance with the labour rates agreed in the Contract detailed in Schedule 2, Annex Z;

Contractor profit: The Contractor is to apply profit using the rate detailed within Schedule 2 Annex Z for the year in which the task is completed. Profit is to be applied once to the total of the Material Cost Total, Labour Cost Total (without profit), and Total Travel and Subsistence to create a Total Task Cost.

Travel & Subsistence: The Contractor is to provide any Travel and Subsistence costs occurred in accordance with Clause 22 T&S;

• **Relevant Event Task start and Completion Date:** The Contractor is to provide Start and Completion date of each Relevant Event Task; and

Authorisation: The RE needs to be returned with the Contractor's Authorised Representative signature;

Part 1 must include any relevant evidence such as:

- Operational Defects (OPDEF)/OPDEF Rectified Signal;
- Photographs;
- Subcontractor`s/OEM Investigation Report;
- Ships Staff (SS) E-mails;
- Authority agreements;
- Purchase Orders, quotes, and receipts;
- Detailed Invoices;
- A record of hours spent by the Contractor in undertaking the Relevant Event Task.

The Contractor will need to monitor the Yearly LOL within Schedule 1 WP3. Where the spend for the Year is forecasted to reach 50% and 80% respectively the Contractor is to inform the Authority`s Project Manager and Commercial Officer.

2.3 Review and Acceptance or Rejection of Relevant Event (Part 2)

Upon receipt of the RE from the Contractor the Authority will review the balance of liability for the Relevant Event. Costs will be reviewed, ensuring they are fair and reasonable.

- If a query or further information is required, the Authority will submit such requests to the Contractor. Where any evidence is found to be inaccurate or incomplete the Authority will request a re-submission with the correct evidence;
- If, after reviewing all evidence, the Authority does not believe the RE raised is justified, the Authority Project Manager will notify the Contractor that they do not accept liability and will not cover the costs. The RE will be marked as No Further Action (NFA).

If agreement of the status of a Relevant Event cannot be reached, then either Party may refer to the Dispute Resolution procedure in accordance with Clause 24 (Dispute Resolution).

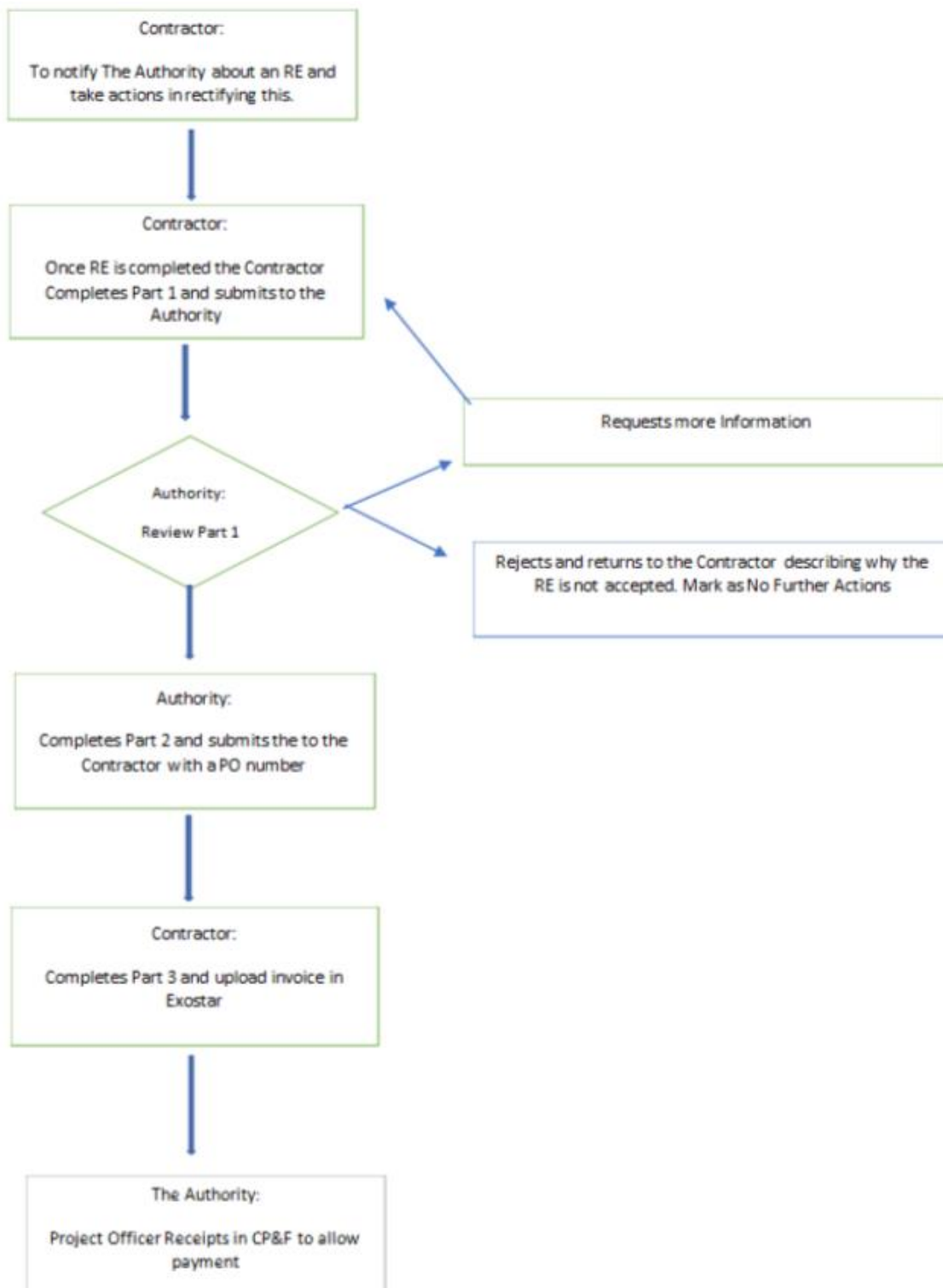
If the Authority is content with the evidence and costs presented, the Authority Project Manager, Finance Officer and Commercial Officer or their authorised representative(s) shall complete Part 2 of the RE Task. The Authority's Commercial Officer will create the Purchase Order and send a copy of the signed Relevant Event Tasking and Purchase Order number to the Contractor.

2.4 Completion of Relevant Event (Part 3)

The Contractor confirms Relevant Event completion and uploads Invoice on Exostar, informing the Authority when complete;

The Authority Project Manager will accept the work by receipting the Purchase order on CP&F allowing payment.

Relevant Event Process Flow Chart



SCHEDULE 5, Annex A **Tasking and RE Forms**

Ad-hoc Task Authorisation Form (TAF)

Task Authorisation Form			
PART 1 – Description of Task Requirement			
<i>Part 1 is to be completed by the Authority</i>			
Contract No			
Task Number		Version no:	
Task Title			
Vessel Applicability			
Scope of Requirement and Background			
IP Conditions applicable to this tasking: (Insert DEFCON's Here e.g. 15, 21)			
Target Completion Date			
Task Authorisation Form to be submitted by the Contractor at Part 2 no later than:			
Signed: (Authority Project Manager):			
Date:			

Once Part 1 complete, send to Contractor:

PART 2 – Price Breakdown				
<i>Part 2 of the form is to be completed by the Contractor responding to the task proposed by the Authority at Part 1.</i>				
Task Start Date:				
Deliverables: Material Costs (Sub/Contractor Services/Materials/Spares)				
Description	Firm/LoL		Cost	
			£	
			£	
			£	
Material Cost Total				£
Description	Labour Rates	Hours		Cost
Contract Director	£	0		£
Operations Manager / Project Manager	£	0		£
Engineering	£	0		£
Superintendent	£	0		£
Logistics & Procurement	£	0		£
Technical Administration	£	0		£
Commercial	£	0		£
Finance	£	0		£
Labour Cost Total				£
Total Travel and Subsistence				£
Profit @ % (note profit to be applied once at the rate defined at Schedule 2 Annex Z, in accordance with the Contract)				£
Total Task Cost				
Contractor Authorising Officer				
Name:		Signature:		
Position:		Date:		

Once Part 2 complete, send to the Authority at the email address specified in DEFFORM 111

PART 3 – Task Authorisation				
<i>Part 3 is to be completed by the Authority for Task approval and authorisation</i>				
Task Number:				
Project Manager Endorsement				
Project Manager approval is hereby given for this Task to proceed at a Firm Price/Limit of Liability of £.....				
Name:			Signature:	
Position:			Date:	
Financial Information Only (<i>To be completed by the Authority Finance Officer</i>)				
TLB	RAC	UIN	LPC	VAT Code
Name:			Signature:	
Position:			Date:	
Commercial Approval				
Name:			Signature:	
Position:			Date:	
Requisition Number:				
Purchase Order Number:				

Once Part 3 complete, send to Contractor:

PART 4 - Contractor Confirmation of Task Completion.		
<i>Part 4 of the form is to be completed by the Contractor on completion of the task approved by the Authority at Part 3.</i>		
Task Number:		
Agreed Task Start Date:	Agreed Task Completion Date:	Actual Task Completion Date:
<p>This is to certify that the Task requirement at Part 1 has been completed to the satisfaction of the Contractor, full breakdown with receipts attached as required.</p> <p>Signature: Name: Appointment: Date:</p>		

Once Part 4 complete, send to Authority at the email address specified in DEFFORM 111

PART 5 - CSS Acceptance of Task Completion
<i>Part 5 is to be completed by the Authority on acceptance of Part 4.</i>
Task Number:
Actual Task Completion Date:
<p>This is to certify that the Task requirement at Part 1 has been completed to the satisfaction of the NSS Project Manager.</p> <p>Signature: Name: Appointment: Date:</p>
<p>This is to certify that the Task requirement at Part 1 has been completed to the satisfaction of the Authority Commercial Officer. Payment can now be authorised.</p> <p>Signature: Name: Appointment: Date:</p>
Receipt Number:

Once Part 5 complete, send to Contractor:

Relevant Event Claim Task Authorisation Form (RE TAF)

Relevant Event Task Authorisation Form			
PART 1 – Relevant Event Details			
<i>Part 1 is to be completed by the Contractor</i>			
Contract No			
Task Number		Version no:	
Task Title			
Description of Relevant Event			
Deliverables: Material Costs (Sub-Contractor Services/Materials/Spares) Firm Price			
Description	Cost		
	£		
	£		
	£		
Material Costs Total	£		
Contractor Labour Costs			
Description	Labour Rates	Hours	Cost
Contract Director	£	0	£
Operations Director / Project Manager	£	0	£
Engineering	£	0	£
Superintendent	£	0	£
Logistics & Procurement	£	0	£
Technical Administration	£	0	£
Commercial	£	0	£
Finance	£	0	£
Labour Cost Total	£		
Total Travel and Subsistence	£		
Profit @ % (note profit to be applied once at the rate defined at Schedule 2 Annex Z, in accordance with the Contract)	£		
Total RE Task Cost	£		
Relevant Event Task Start Date			
Relevant Event Completion Date			
Contractor Authorising Officer			
Name:	Signature: Date:		
Position:			

Once Part 1 complete, send to Authority:

PART 2 – Relevant Event Authorisation					
<i>Part 2 is to be completed by the Authority for RE task approval and authorisation</i>					
Task Number:					
Project Manager Endorsement					
Project Manager approval is hereby given for this RE task to proceed at a Firm Price/Limit of Liability of £.....					
Name:				Signature:	
Position:				Date:	
Financial Information Only (To be completed by the Authority Finance Officer)					
TLB	RAC	UIN	LPC	VAT Code	
Name:				Signature:	
Position:				Date:	
Commercial Approval					
Name:				Signature:	
Position:				Date:	
Requisition Number:					
Purchase Order Number:					

Once Part 2 complete, send to Contractor:

Commercial approval is hereby given by the Authority Tasking Order Commercial Officer for this Task by acceptance of your quotation provided at Part 2 of this form. The Contract is amended as follows:

ADD/AMEND This task at Annex x to Schedule x (List of Approved Tasks)
All other terms and conditions of the Contract remain unchanged

PART 3 - Contractor Confirmation of Completion.
<i>Part 3 of the form is to be completed by the Contractor as confirmation on completion of the task approved by the Authority at Part 2.</i>
Task Number:
Task Completion Date:
Invoice number:

Once Part 3 is complete, send to Authority at the email address specified in DEFFORM 111

SCHEDULE 5, Annex B
Work Package 2 & 3 Tasking Record of Change

WP 2 Ad-Hoc Record						
TAF No.	Date Authorised	Description	Amdt No.	Firm Value (ex VAT) GBP	Order No. and line No.	Paid
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
Total of TAFs (£)				£		

WP 3 Relevant Event Record						
RE No.	Date Authorised	Description	Amdt No.	Firm Value (ex VAT) GBP	Order No. and line No.	Paid
001/21 Spey				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
				£		
Total of REs (£)				£		

Schedule 6

Change Request Form

Part A - Change Proposal		Contract Number: 701576553
WBS Area:	Raised by:	Date Raised:
	Organisation:	Contact Details:
Title:		Chance Request No. (Authority Applied):
Change Summary:		
Work Package Reference:		
Drawing / Part Number (if applicable):		
Issue Number:		
Proposed Change		
Change Description		
Change Justification		
Change Impact		
Contract Document/s Affected (inc. references)		
Deliverables Added and IPR Conditions		
Schedule Impact		
Budget Impact		
Resource Impact		
Risks & Opportunities		
Contractor Authorised Representative Approval		

Part B - Authority Approval		
Authority Project Manager Approval:		
Is the proposed change supported?		Yes / No
Authority PM Comments & Recommendation	Yes / No	
<i>Name:</i>	<i>Sign:</i>	
	<i>Date:</i>	
Authority Commercial Manager Approval:		
Is the proposed change supported?		Approved/ Rejected
Further comments including a summary of changes and plans for contract documentation amendment and issue (if applicable)		
<i>Name:</i>	<i>Sign:</i>	
	<i>Date:</i>	

** Reminder that DEFCON503 / DF10B is required to make change contractual

SCHEDULE 7
RECORD OF CONTRACT AMENDMENTS

Amdt No.	Date Authorised	Description	Order No. and line No.	Firm Value (ex VAT) GBP
1				£
2				£
3				£
4				£
5				£
6				£
7				£
8				£
9				£
10				£
11				£
12				£
13				£
14				£
15				£
Total Contract Amendments value (£)				£

SCHEDULE 8

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: DES Ships Comrcl-NSS-AsstHd3

Address: Defence Equipment and Support, Ash 2B #3229, MOD Abbey Wood, Bristol BS34 8JH

Email: DES Ships Comrcl-NSS-AsstHd3@mod.gov.uk ((+443001618361

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

Name: DES Ships NSS-FISS-OPV-PM

Address Defence Equipment and Support, Ash 2B #3229, MOD Abbey Wood, Bristol BS34 8JH

Email: DES Ships NSS-FISS-OPV-PM@mod.gov.uk ((030 679

3. Packaging Design Authority Organisation & point of contact:

Defence Packaging

Building S11, Fort Halstead, , Sevenoaks, Kent, TN14 7BP, Tel: 01959 897253

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

Branch/Name: Building S11, Fort Halstead, Sevenoaks, Kent, TN14 7BP, Tel: 01959 897253

(b) U.I.N. _____

5. Drawings/Specifications are available from _____

6. Intentionally Blank

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

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

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

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: N/a

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

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 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 UKStratCom-

DefSp-RAMP@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-ofdefence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

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

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

*** NOTE**

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

<https://www.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.

SCHEDULE 9

**DEFFORM 177
(Edn 06/21)**

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
 - b.* the sub-contractor's full name;
 - c.* the sub-contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
 5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
 6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

Ministry of Defence

**Design Rights and Patents
(Sub-Contractor's Agreement)**

THIS AGREEMENT is made the _____ day of _____ 19____

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with
(hereinafter called "the main contractor") a contract bearing the reference number _____
(hereinafter called "the main contract") for the design and development of _____ the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract they wish to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified its willingness to approve the sub-contract on condition that in consideration of it giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

SCHEDULE 10
DEFFORM 539B – Key Performance Indicator-Data Report

Publishable Performance Information - Key Performance Indicator Data Report

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					
	Approaching Target:					
	Requires Improvement:					

	Inadequate:					
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KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Social Value KPI (if applicable)	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report

SCHEDULE 11

Risk & Opportunity Management Plan (ROMP)

Draft Risk & Opportunity Management Plan (ROMP) For Project: Offshore Patrol Vessels Future Support (OPVFS)

Project Number: 701576553

Doc No:	██████████
Revision:	██████████
Effective Date:	██████████

Record of Revision of Risk & Opportunity Management Plan

Revision No.	Revision Date	Brief Revision Description	Change Control

APPROVALS
Prepared by:

_____ Date: _____

ILS Operations Manager

Concurred by:

_____ Date: _____

Contract Director

Approved by:

_____ Date: _____

Managing Director

Schedule 12

REQUIRED INSURANCE

POLICIES OF INSURANCE THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN OR PROCURE THE TAKING OUT AND MAINTENANCE OF FOR THE PERIOD OF THE CONTRACT

1. THIRD PARTY PUBLIC LIABILITY INSURANCE

1.1. Insured

Contractor

1.2. Interest

To indemnify the insured (as set out in paragraph 1.1 above) in respect of all sums that they may become legally liable to pay as damages (including claimants' costs and expenses) in respect of accidental:

1.2.1. death or bodily injury to, or sickness, illness or disease contracted by any person;

1.2.2. loss of or damage to property;

happening during the period of insurance (as set out in paragraph 1.4 below) and arising out of or in connection with the Contract.

1.3. Limit of indemnity

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited, but [REDACTED] any one occurrence and in the aggregate per annum in respect of pollution liability (to the extent covered by the policy). Where the limit of indemnity is provided in the annual aggregate, Clause 1.4 will apply.

1.4. Period of insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

1.5. Cover features and extensions

1.5.1. Indemnity to principals clause.

1.6. Principal exclusions

1.6.1. Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

1.6.2. Liability in respect of predetermined penalties or liquidated damages imposed under the Contract entered into by the insured.

1.6.3. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

1.6.4. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

- 1.6.5. Liability arising from the ownership, possession or use of any aircraft.
- 1.6.6. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 1.6.7. Nuclear/radioactive risks exclusion.
- 1.6.8. War and related perils exclusion.
- 1.6.9. Cyber liability exclusion.

1.7. Maximum deductible threshold

Not to exceed [REDACTED] in respect of each claim.

2. MARINE GENERAL LIABILITY INSURANCE

2.1 Insured

The Contractor

2.2 Interest

To indemnify the insured (as set out in paragraph 2.1 above) in respect of all sums which the insured (as set out in paragraph 2.1 above) shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.2.1 death or bodily injury to or sickness, illness or disease contracted by any person

2.2.2 loss of or damage to property

happening during the period of insurance (as set out in paragraph 2.4 below) and arising out of or in connection with the Contract and not more specifically insured under the Third Party Public Liability Insurance set out in Schedule 11 (Required Insurances)

2.3 Limit of indemnity

Not less than [REDACTED] in respect of any one occurrence, or series of occurrences arising out of one event, the number of occurrences being unlimited in any annual policy period. Where the limit of indemnity is provided in the annual aggregate, Clause 1.4 will apply.

2.4 Period of insurance

From the commencement date of the Contract and for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

Principal cover features and extensions

2.5.1 Indemnity to principals clause (or equivalent)

2.5.2 Legal defence costs

2.6 Maximum deductible

Not to exceed [REDACTED] in respect of each claim.

3. SHIP REPAIRERS LIABILITY INSURANCE

Insured

Contractor

Interest

To indemnify the insured (as set out in paragraph 3.1 above) in respect of all sums that the insured (as set out in paragraph 3.1 above) may become legally liable to pay (including claimants' costs and expenses) by reason of its marine and ship repair activities in connection with the Contract for:

death or bodily injury, illness or disease contracted by any person;

loss of or damage to vessels/ craft on which the insured is working including cargo on board and machinery/ equipment removed from such vessels/ craft to be worked on;

loss of or damage to third party property arising from marine and ship repairing operations,

happening during the period of insurance (as set out below in paragraph 1.4 below) and arising out of or in connection with the Contract.

Limit of indemnity

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited. Where the limit of indemnity is provided in the annual aggregate, Clause 1.4 shall apply.

Period of insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise

Cover features and extensions

Ship Repairers Liability Clauses.

Detention Endorsement

Personal Injury Endorsement.

Other Work Endorsement.

Travelling Workmen clause.

Principal exclusions

Nuclear/ radioactive related perils exclusion.

Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

Liability in respect of predetermined penalties or liquidated damages imposed under the Contract.

Liability arising out of the use of mechanical propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

Liability arising out of condemnation or rejection by reason of faulty design and costs of repairing, replacing or modifying any parts (or any loss arising there from) by reason of faulty design.

Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

Cyber liability exclusion.

Maximum deductible threshold

Not to exceed [REDACTED] in respect of each claim.

Schedule 13

Acronyms and Definitions of Contract

The (Authority)	Means the UK Secretary of State for Defence unless otherwise stated
Acceptance	means confirmation by the Authority that all the Acceptance Conditions have been met in relation to an OPV, as either constituted by the issue of an Acceptance Certificate pursuant to Clause 13 or deemed to occur in accordance with Clause 13 and Accepted means that Acceptance has occurred in relation to such OPV(s), as applicable;
Ad-hoc Tasking	Means additional tasking outside the scope of the Contractors Platform Available Day Rate. These are contract changes initiated by the Authority and act as request for the Contractor to provide support to carry out new work.
Assets	means all assets and rights used by the Contractor or any Key Sub-Contractor to provide the Services in accordance with the terms of this Contract (including those provided by or belonging to the Authority).
Basic Support Capability (BSC)	Basic Support Capability means the point at which the Contractor is deemed ready to assume responsibility for support at the service commencement date. The Contractor has demonstrated its ability to carry out the services required as set out in the Authority's Transition Plan. All mitigations and plans are to be presented and agreed with the Authority. The means to achieving this shall be set out in the Contractors Transition Plan
Base Spares	means those spares procured as part of the ILS Services that are not Onboard Spares;
Business Day	means any day excluding: Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party; privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least ten (10) Business Days in advance;
CAAS	means the Authority's Cost Assurance and Analysis Service;
Change	has the meaning given to that term in paragraph 1.1 of Schedule 6 (<i>Change Control Procedure</i>);
Change Control Procedure	means the procedure as set out in Schedule 6 (<i>Change Control Procedure</i>);
Commencement Date	Means the date at which the Contract starts i.e Contract Award Date.
CONDO	Means Contractors on Deployed Operations and exercises, being contractors providing Articles and/or Services outside the UK within

	an Operations Area (OA) as part of the civilian component supporting UK armed forces.
Contract	Means the definition as provided in DEFCON 501 (Edn 10/21)
Contractor Representative	has the meaning given to that term in Schedule 10 (<i>Representatives</i>);
Contract Change Request (CR)	Means any change proposed by the Authority or the Contractor in accordance with Condition 16 (Formal amendments to contract and contract change)
Contractor Allocated Period	Means periods during the contract by which the contractor has been allocated time to carry out any activities in support of the service provided, which will not be counted against their availability target
Contractor Group	means the Contractor, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings.
Contractor Performance Default	Contractor Default may be a single Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a Contractor Default in accordance with Clause 25 (Termination)
Contractor's Sites	means any compliant site chosen by the Contractor, within which work is being conducted in relation to this Contract;
Contract Price	Means the total of WP1, Wp2 and Wp3 as shown in Schedule 1 and as defined in DEFCON 501 (Edn10/21).
Consolidated Allowance List (CAL)	An approved consolidated range and scale of all spares held on a vessel
Corporate Change Event	Means: any change of Control of the Contractor or a Parent Undertaking of the Contractor; any change of Control of any member of the Contractor Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; any change to the business of the Contractor or any member of the Contractor Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; any member of the Contractor Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Contractor Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Contractor Group;
Class System Assurance Register (CSAR)	Class Systems Register is the summary list of all master equipment that have a security focus, being managed under the Class Security Management regime. Accurate details of all associated accreditation activity should be recorded.
DEFFORM 111	means the completed DEFFORM 111 appended to this Contract at Schedule 8 (<i>DEFFORM 111</i>);

OPDEF	An Operational Defect (OpDef) may be defined as a shortcoming, fault or deficiency either physical or operational in a system, equipment or process
Depth Support level	Covers a. Level 3 Maintenance (Within Contractor Capability covering corrective maintenance by repair) and b Level 4 Maintenance (Within Contractor Capability covering major conversions, or major repairs)
Forward Support Level	Covers a. Level 1 Maintenance (With in Ship Staff Capability covering servicing and day to day preparation) and b. Level 2 Maintenance (With in Ship Staff Capability but may require Contractor support covering corrective maintenance by replacement).
Disaster	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable, or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable.
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster.
Disaster Recovery System	the system identified by the Contractor in the Contractor Solution which shall be used for the purpose of delivering the Disaster Recovery Services.
Disclosing Party	means a Party which discloses any Confidential Information to the Receiving Party;
Dispute	means any difference or dispute of whatever nature between the Contractor and the Authority arising under, out of or in connection with this Contract (including any question regarding its existence, validity, termination or interpretation).
Dispute Resolution Procedure	means the procedure for the resolution of disputes set out in Clause 24 (Dispute Resolution).
DSA	Defence Safety Authority
DSPCR	Defence and Security Public Contracts Regulations 2011
Engineering Trial	means any Engineering trial in relation to an OPV conducted by the Contractor, other than a Harbour Trial or a Sea trail.
Environmental Information Regulations	means the Environmental Information Regulations 2004;
Exit Information	means the information to be maintained by the Contractor and provide to the Authority pursuant to Clause 31 (Exit Provisions).
Exit Plan	means the plan produced and updated by the Contractor during the Contract Period in accordance with Clause 31 (Exit Provisions).
Expiry Date	has the meaning given to that term in Clause 4 (Duration)
FDE Group	means the Contractor, any Key Sub-contractor and/or any Contractor Group
Financial Distress Events (FDE)	shall be:

	<p>an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;</p> <p>an FDE Group entity committing a material breach of covenant to its lenders;</p> <p>a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;</p> <p>any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Authority which the Authority (acting reasonably) considers to be adequate;</p> <p>any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Authority which the Authority, acting reasonably, considers to be adequate;</p> <p>the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;</p> <p>any of the following:</p> <p>any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;</p> <p>commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;</p> <p>non-payment by an FDE Group entity of any financial indebtedness;</p> <p>any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;</p>
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	<p>the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or</p> <p>the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity.</p>
Force Majeure Event	has the meaning given to it in Clause 23 (Force Majeure Events).
Full Support Capability	Full Support Capability means the point at which the Contractor is deemed ready to assume full responsibility for all support in accordance with the Contract. The Contractor has demonstrated its ability to carry out the any remaining parts of the services required as set out in the Authority's Transition Plan with all mitigation agreed with the Authority. The means to achieving this shall be set out in the Contractors Transition Plan
Governance Meeting	has the meaning given to that term in Clause 26.6;
Governance Objectives	has the meaning given to that term in Clause 25.1 (<i>Governance Objectives</i>);
Government	means the government of the United Kingdom;
Government Establishment	means those sites that are in the control or ownership of the Authority, excluding the OPVs, but including any other vessels;
Government Furnished Asset or GFA	means Authority-owned assets supplied to the Contractor in the performance of this Contract and includes all equipment, facilities, information, resources, access, services, personnel or any other resource provided to the Contractor by the Authority for the purposes of this Contract;
Group	means, in relation to any company, that company and any and all holding companies and subsidiaries of that company and any and all subsidiaries of such holding companies, and " holding company " and " subsidiary " shall have the meaning given to them in Section 1159 of the Companies Act 2006;
High Tempo	Means that the Royal Navy will operate a Vessel at sea for between 286 and 320 Days per Year
IAP Operating Zones	<p>IAP Operating Zone 1 - Singapore, Indonesia and West Pacific</p> <p>IAP Operating Zone 2 - NE Pacific, Guam & Hawaii</p> <p>IAP Operating Zone 3 - Australia and New Zealand</p>
ILS	means integrated logistics support, as more particularly defined in the ILS Technical Specification;
ILS Programme	has the meaning given to such term in the ILS Technical Specification;
ILS Services	means the integrated logistic support services for the OPVs as further described in Annex 4 to Schedule 1 (<i>Schedule of Requirements</i>);
ILS Technical Specification	means the specification set out in Annex 4 to Schedule 1 (<i>Schedule of Requirements</i>);

Intellectual Property Rights	<p>means:</p> <p>patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration;</p> <p>proprietary rights in domain names;</p> <p>Know-How and confidential information;</p> <p>applications, extensions and renewals in relation to any of these rights; and</p> <p>all other rights of a similar nature or having an equivalent effect anywhere in the world;</p>
JSP	means a Joint Service Publication issued by the Authority;
Key Sub-contractor	Means any Sub-contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services.
Know-How	means such information, general ideas and concepts as may be retained in the unaided memories of the individuals involved in the performance by the Contractor of its obligations under this Contract;
Legislation	means any statute, statutory provision, subordinate or delegated legislation, regulation, by-law, directive, directly applicable EU law or any treaty or international convention, in each case which is legally binding;
Licence	means any permit, consent, approval, authorisation, agreement, no objection certificate, waiver or licence which must be obtained from any person in order for the Works or Support Services to be performed and for any goods to be transported, imported or exported;
Lloyds	means Lloyds Register (trading name of Lloyds Register Group Limited and its subsidiaries);
Low Tempo	Means that the Royal Navy will operate a Vessel at sea for less than 220 Days per Year
Milestone Payment	Means the payment to be made on acceptance of the Milestone deliverable detailed within Schedule 4 in accordance with the T&C's of the contract
NATO	means the North Atlantic Treaty Organisation;
Naval Authority	means the Naval Authority (as defined in JSP430) responsible for issuing the Naval Certificates;
Naval Certificates	has the meaning given to that term in Schedule 5 (<i>Certificates and Classifications</i>);
Normal Tempo	Means that the Royal Navy will operate a Vessel at sea for between 220 and 285 Days per Year
Onboard Spares	means those spares procured as part of the ILS Services that are stored on-board the applicable OPV;

Offshore Patrol Vessel (OPV)	means the OPV 1, OPV 2, OPV 3, OPV 4 and/or OPV 5 (as appropriate);
Parties	means the parties to this Contract and Party shall be construed accordingly.
Partial Termination	Partial Termination” means the partial termination of this Contract to the extent that it relates to the provision of any part of the Services or otherwise by mutual agreement by the Parties”
Platform Availability Day Rate (PAD)	Has the meaning given to that term in Schedule 1 – Annex M (Performance Management and Key Performance Indicators)
Platform Authority	Platform Authority is the DE&S agency has ownership of a Platform with responsibilities as detailed in DSA02 Regulation 208 (Accountable)team
Progress Report	has the meaning given to that term in Defcon 604 (Edn 06/14)
Recipient Party	means a Party which receives any Confidential Information from the Disclosing Party;
Readiness 0 (R0)	Each RCOPV platform shall be schedulable and available for operational tasking as specified by the 'User' for 320 days of Availability per Annum at Immediate Notice (which is coded as R0). This means they are Available to OPERATE and FIGHT. R0 is defined as at <u>immediate notice</u> and assigned to operations. In general, the RCOPVs, outside of planned maintenance, will be at R0 and are schedulable by Operational Commanders. If a unit has a critical defect or defects which means it is unable to undertake its assigned task then it is no longer Available for scheduling to the Operational Commander. This is articulated through issue of an Operation Defect (OPDEF) signal with a repair indicator of 1 (<i>Immediate rectification required to meet ship's commitments or programme. Repair will be ship's primary aim and override existing programme intentions</i>). The responsibility for assigning a repair indicator to a defect rests with the ship's Commanding Officer advised by Navy Operations. Serious defects do not always require immediate repair and a unit may be able to operate with degraded capability that may or may not affect the assigned task (repair indicator 2, <i>Rectification required as soon as possible to meet future commitments or programme. Repair will be pursued within existing programme</i>), however these should be rectified at the earliest possible opportunity.
Registers	means the registers referred to in Clause 31.6 (<i>Asset Registers</i>).
Regulation	means any applicable standard, guidance, regulation, DEFCON, DEFSTAN, AQAP, International Maritime Organisation guideline or JSP with which the Contractor is bound to comply in order to meet an Acceptance Condition or any other obligation under this Contract;
Relevant Event (RE)	Has the meaning given to the term in Schedule 5 (Naval Ships Support RE Process)
Relief Event	means any of the following events: (a) any breach of this Contract or act of prevention under this Contract by the Authority; and (b) any event designated as a "Relief Event" pursuant to any Clause or Schedule of this Contract;

Repair and Maintenance	<p>means activity to maintain OPVs in an operable condition, including, but not limited to:</p> <p>the maintenance of records of defects and reliability;</p> <p>the identification of replacements for OPV parts that become obsolete;</p> <p>the inspection and testing of OPVs to check calibration and performance and to detect and identify faults;</p> <p>dismantling OPVs;</p> <p>the preparation and application of repair schemes;</p> <p>reassembling OPVs after repair, or incorporation of modifications, including the incorporation of replacement or new parts;</p> <p>the testing and calibrating of OPVs prior to, during or after re-assembly and after reinstallation in an operational system;</p> <p>the reworking or reconditioning of OPVs; and</p> <p>the redesign or manufacture of any replacement or new parts, or the design of any modification;</p>
Replacement Contractor	any third-party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party.
Risk Management and Accreditation Documentation Set (RMADS)	Provides the Accreditor with the basis for judging if the identified risks are being managed appropriately and effectively and is used as the basis for their decision making. This must include an assessment of compliance against the Risk Management Requirements (RMRs) identified through a recognised methodology. Requirements derived from other relevant IA Standards and control frameworks will demonstrate overall compliance against the outcomes of the SPF.
Safe and Able to Proceed to Preliminary Sea Training	means that an OPV is in a 'fit material state' to commence sea training;
Safety Case	The body of evidence in accordance with POSMS, POEMS, DefStan 00-51, DefStan 00-55 and DefStan 00-56, to maintain the safety argument so that all identified hazards are demonstrably tolerable and ALARP and safe to operate.
Service Continuity Plan	means the plan prepared pursuant to Clause 36 in accordance with Schedule 1 – Annex O which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan
Service Start Date	means the date on and from which the Contractor is required to provide the Services.

Sites	means the Contractor's Sites and/or the Sub-contractor Sites, as the case may be;
Security Management Plan (SMP)	The purpose of the Class Security Management Plan is to identify the management processes by which security is integrated into platform design and then proven to be to the appropriate standard for accreditation. It identifies the roles and responsibilities undertaken by individuals across the CSM Enterprise to manage and maintain Class Security Accreditation. A generic SMP template is defined in the annexes. This document also includes any required aspects of a Project Security Plan (PSP) identified in JSP 440.
Spares	means Onboard Spares and Base Spares;
Special Jigs, Tools, Etc.	means all special jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the OPVs or for the performance of any other work, which are not tools of the trade, as used by the Contractor in the performance of this Contract;
Sub-contractor Sites	means the business premises of any sub-contractor of the Contractor on or in which any work is being conducted in relation to this Contract;
Subsequent Relevant Transfer	means a transfer of Subsequent Transferring Employees from the Contractor, or any sub-contractor to the Authority or a New Provider or sub-contractor of a New Provider under the Transfer Regulations;
Subsequent Transfer Date	means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;
Subsequent Transferring Employee	means an employee assigned or whose principal purpose is to provide the Support Services (or part thereof) who transfers under the Transfer Regulations from the Contractor, or any sub-contractor to the Authority or a New Provider or a sub-contractor of a New Provider;
Term	means the period detailed within Clause 4 (Duration)
Termination Date	<p>Termination Date means the earlier of:</p> <p>the Expiry Date; and</p> <p>any date of early termination of this Contract (or any part thereof) in accordance with Clause 25 (<i>Termination</i>).</p>
Termination Notice	has the meaning given to it in Clause 25 (<i>Termination</i>)
Transfer Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
UEL	Means a Unit Establishment List (of Personnel)
UOI	means a unique order identifier;
URRI	means a unique receipt reference identifier;
The Vessel	Means HMS Forth, HMS Spey, HMS Tamar, HMS Medway and HMS Trent

Abbreviation	Expansion
AC	Alternating Current
ACDS	Assistant Chief of Defence Staff
AQAP	Allied Quality Assurance Paper
ARM	Availability, Reliability and Maintainability
ASSC	Aviation Systems Standardisation Committee
ATEX	ATEX Directive (Atmosphères Explosibles)
BSC	Basic Support Capability
CAL	Consolidated Allowance List
CCTV	Closed Circuit Television
CDRL	Contract Data Requirements List
CILSM	Contractor ILSM
CMP	Configuration Management Plan
CMS	Combat Management System
CMS&P	Configuration Management Strategy and Policy
CO	Commanding Officer
COSHH	Control of Substances Hazardous to Health regulations
CPP	Controllable Pitch Propeller
CSES	Command Safety Environmental Summary
DC	Direct Current
DCHQ	Damage Control Headquarters
DESA	Defence Equipment Sales Authority
DGPS	Differential Global Positioning System
DRACAS	Data Reporting Analysis & Corrective Action System
DSA	Defence Safety Authority
DSAS	Defence Security Accreditation Services
DSC	Digital Selective Calling
EBS	Equipment Breakdown Structure

EDBA	Extended Duration Breathing Apparatus
EDC	Electrical Distribution Centre
EEBD	Emergency Escape Breathing Device
EEZ	Economic Exclusion Zone
EMC	Electro-Magnetic Compatibility
EMP	Engineering Management Plan
EPIRB	Emergency Position Indicating Radio Beacon
ETD	Electronic Technical Documentation
EXP	Explosives
FCU	Fan Coil Unit
FD	Flight Deck
FDO	Flight Deck Officer
FF	Fire Fighting
FLC	Front Line Command
FM	Frequency Modulated
FO	Fuel Oil
FSC	Full Support Capability
Fr	Frame
FRP	Fibre Reinforced Plastic
FRPP	Fire and Repair Party Post
FTR	Fit To Receive
FUC	Follow Up Control
FW	Fresh Water
Fwd	Forward
GFA	Government Furnished Assets
GHP	Gangway Harbour Position
GMDSS	Global Maritime Distress and Safety System
GO	Gunnery Officer
GPMG	General Purpose Machine Gun

GPS	Global Positioning System
HAZID	Hazard Identification
HCOS	Hand Change Over Switch
HF	High Frequency
HIFR	Helicopter In Flight Refuelling
HMPE	High-Modulus Polyethylene
HMS	Her Majesty's Ship
HP	High Pressure
HVAC	Heating, Ventilation and Air Conditioning
Hz	Hertz
ICCP	Impressed Current Cathodic Protection
ICCS	Integrated Communication Control System
IGMR	International Guns, Missiles and Rockets
ILSP	Integrated Logistics Support Plan
IMO	International Maritime Organisation
IPMS	Integrated Platform Management System
ISEA	Independent Safety and Environmental Auditor
ISO	International Standards Organisation
ISP	Integrated Support Plan
ITAR	International Traffic in Arms Regulations
ITN	Invitation To Negotiate
JSP	Joint Service Publication
kJ/kg	Kilojoule per kilogram
KSA	Key Support Area
KUR	Key User Requirements
KVM	Keyboard, Video and Mouse
kW	Kilowatt
kWe	Kilowatt electric
JEMP	Joint Extended Maintenance Period

JHP	Joint Husbandry Period
JR	Junior Rate
LAN	Local Area Network
LED	Light Emitting Diode
LORA	Level Of Repair Analysis
LR	Lloyd's Register
LRF	Laser Range Finder
LRU	Line Replaceable Units
LSA	Life Saving Apparatus
LSOC	Logistics & Support Operating Centre
m	Metres
mm	Millimetres
MARPOL	International Convention for the Prevention of Pollution from Ships
MATDEMs	Material Demands
MAUM	Maximum All-Up Mass
MCA	Maritime and Coastguard Agency (UK)
MCB	Miniature Circuit Breaker
MCCB	Moulded Case Circuit Breaker
MCO	Main Communications Office
MCR	Maximum Continuous Rating
MCR	Machinery Control Room
MCS	Maritime Combat System
MDF	Medium Density Fibreboard
MF	Medium Frequency
M&F (M+F)	Merchant Shipping and Fishing Vessels
MFC	Multi Function Control
MGN	Marine General Notice
MGO	Marine Gas Oil
MHS	Message Handling System
MHz	Mega-hertz

MJDI	Management of the Joint Deployed Inventory
MOD	Ministry of Defence
MRDC	Master Records Data Centre
MSDS	Materiel Safety Data Sheets
MSN	Merchant Shipping Notice
MSS	Marine Ships Systems
NAG	Naval Assurance Group
NAN	Naval Authority Notice
NAVTEX	Navigational Telex
NDACS	Navigation Distribution and Conning System
NFC	Non Follow Up Control
nm	Nautical Mile
NMEA	National Marine Electronics Association (Interface Standard)
NSN	Nato Stock Number
NUC	Not under command
NVD	Night Vision Devices
OB	Overboard
ODMS	OPDEF Data Management System
OEM	Original Equipment Manufacturer
OOW	Officer Of the Watch
OPV	Offshore Patrol Vessel
PA	Public Address
PABX	Private Automatic Branch Exchange
PC	Personal Computer
PCP	Primary Conning Position
PEC	Printed Electronic Circuit
pf	Power Factor
PHI	Preliminary Hazard Identification
PHS&T	Package, Handling, Storage and Transport

PID	Project Initiation Document
PMP	Project Management Plan
PMS	Power Management System
POEMS	Project Oriented Environmental Management System
PPC	Portable Propulsion Controller
PPM	Parts Per Million
PSS	Packet Switch Service
PSTN	Public Switched Telephone Network
P&S	Port & Starboard
PVC	Polyvinyl Chloride
QA	Quality Assurance
QM	Quartermaster
R&M	Reliability and Maintainability
RADHAZ	Radiation Hazard
RAS	Replenishment at Sea
RAS(L)	Replenishment at Sea - Liquids
RATT	Radio Automatic Tele Type
RATTAM	Response to Attack on Ammunitions
RCCB	Residual Current Circuit Breaker
RCOPV	River Class Offshore Patrol Vessel
RIB	Rigid Inflatable Boat
RN	Royal Navy
RO	Reverse Osmosis
ROC	Remote Operators Console
RO-RO	Roll On, Roll Off
RPM	Revolutions Per Minute
RRSS	Rapid Reaction Spray System
SABA	Swimmers Air Breathing Apparatus
SAR	Search and Rescue

SART	Search and Rescue Transponder
SCMB	Software Configuration Management Board
SECR	Safety and Environmental Case Report
SEMP	Safety and Environmental Management Plan
SEP O&A	Safety and Environmental Protection Organisation and Arrangement
SG	Steering Gear
SI	Système International
SOLAS	International Convention for the Safety of Life at Sea
SOM	Support Operations Matrix
SOW	Statement Of Work
SQEP	Suitably Qualified and Experienced Person
SR	Senior Rate
SSB	Single Side Band
SSC	Special Service Craft
SSDD	Surface Ships Definition Database
SSE	Support Solutions Envelope
SS/SA	Shore Supply/OPV Alongside
STANAG	Standardisation Agreement (NATO)
Stbd	Starboard
STC	Sequential Turbo Chargers
STP	Sewage Treatment Plant
STTE	Special to Type Test Equipment
TDMP	Technical Documentation Management Plan
TEU	Twenty-Foot Equivalent Unit
TRU	Transformer Rectifier Units
TTF	Timber Trade Federation
TV	Television
TWG	Transition Working Group
UHF	Ultra High Frequency

UHF (Mil)	Military UHF
UK	United Kingdom
UMMS	Unit Maintenance Management System
UPS	Uninterruptible Power Supply
V	Volts
VCG	Vertical Centre of Gravity
VDR	Voyage Data Recorder
VERTREP	Vertical Replenishment
VHF	Very High Frequency
VHF (ICAO)	VHF (International Civil Aviation Organisation)
VHF (IMM)	VHF (International Maritime Mobile)
VIP	Very Important Person
VLf	Very Low Frequency
W	Watts
WAIS	Warship Automatic Identification System
WC	Water Closet (Toilet)
WLC	Whole Life Cost
WT	Watertight
WTB	Watertight Bulkhead