



Ministry of Defence

DEF Commercial JFC Team

Contract No: CB/JFC3/010

For:

Supply of Aeronautical Information

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland **And**

Team Name and address:

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MOD Conditions for the Supply of Goods & Associated Services:
Contract No: CB/JFC3/010

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A General Contract Provisions

A1. Interpretation

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.
 - (3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. Except as provided in clause F4 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Process Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Variations to Specification

- a. The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority provided that any such variations do not alter significantly the nature of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in clause A2 (Amendments to Contract) and shall be implemented immediately unless otherwise specified.

- b. Any variations that cause a change to:
 - (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery dates;
 - (4) Period required for the production or completion; or
 - (5) Other work caused by the alteration;

shall be the subject to clause A2 (Amendments to Contract).

Each amendment under clause A2 shall be classed as a formal change.

A4. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Sections A - H (and J - L, if section J - L are included) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause A4.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A4a. above. 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 A21 (Dispute Resolution).

A5. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

A6. Assignment of Contract

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

A7. Waiver

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

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

A8. Third Party Rights

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

A9. Governing Law

a. Subject to clause A9.b., the Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to clause A9.b and clause A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this A9.a and for enforcement of any judgement, order or award given under English jurisdiction.

b. If the Parties agree pursuant to the Contract that Scots Law should apply, then the following amendments shall apply to the Contract:

(1) Clause A9.a. shall be amended to read:

“The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots Law, and subject to clause A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the Scottish courts. Other jurisdictions may apply solely for the purpose of giving effect to this clause A9.a and for enforcement of any judgement, order or award given under Scottish jurisdiction”

(2) Clause A8 shall not apply.

(3) Clause A21.b. shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the purposes of the arbitration, for the avoidance of doubt the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

c. Where the Contractor is an Overseas Contractor, any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all foreign jurisdictions. However, a foreign jurisdiction may apply solely for the purposes of giving full effect to this clause A9 and for the enforcement of any judgement order or award given under the English jurisdiction. Each Party irrevocably submits to the jurisdiction provided for under this clause.

d. Each Party warrants to the other that entry into the Contract does not, and the performance of the Contract will not, violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

e. The provisions of this clause A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

f. Where the Contractor is an Overseas Contractor it irrevocably appoints the solicitors or other persons detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction arising out of or relating to the Contract or any issue connected therewith.

A10. Entire Agreement

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

A11. Disclosure of Information

a. Subject to clauses A11.d, A11.e and A11.f each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

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

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this clause.

f. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

g. Nothing in this clause shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

A12. Publicity and Communications with the Media

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

A13. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A14. Transparency

a. Subject to clause A14.b but notwithstanding clause A11 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 9 – Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor

acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this clause A14 shall affect the Contractor's rights at law.

A15. Equality

a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation in the country where the Contract is being performed.

c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this clause A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.

d. The Contractor agrees to take reasonable efforts to reflect this clause A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this clause A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Child Labour and Employment Law

a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.

b. The Contractor agrees to use reasonable endeavours to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A18. Change of Control of Contractor

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 #2119, MOD Abbey Wood, South Bristol BS34 8JH, as soon as practicable of any intended, planned or actual change of Control. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the change of Control of the Contractor in the UK or other jurisdictions. The Authority's Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have.

b. Each notice of change of Control shall be taken to apply to all Contracts with the Authority.

c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority's concerns to the Authority's satisfaction in accordance with clause A18.a above, or has failed to supply or withheld the information required under clause A18.a above.

d. If the Authority exercises its right to terminate in accordance with clause F6.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

A19. Termination for Insolvency or Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written Notice to the Contractor at any time after any of the following events:

Insolvency:

- a. where the Contractor is an individual:
 - (1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;
 - (2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;
 - (3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;
 - (4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
 - (5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
 - (6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:
 - (a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty one (21) days of service of the statutory demand on it;
 - (b) execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;
 - (c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) days of service; or
 - (d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985;
 - (7) or any analogous procedure or step is taken in any jurisdiction;
- b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor; or

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86;

(11) or any analogous procedure or step is taken in any jurisdiction;

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary

arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;

(3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction;

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts:

f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward:

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

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

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of

any such commission and of the conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

A20. Consequences of Termination

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

A21. Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

A22. Termination for Convenience

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

A23. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to clause A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

- (1) the end of the Contract term;
 - (2) termination of the Contract; or
 - (3) the final payment,
- whichever occurs latest.

A24. Duration of Contract

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

A25. Contractor's Warranties

a. The Contractor warrants and represents, that:

(1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;

(2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;

(3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for 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;

(4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B The Contractor Deliverables

B1. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall:

(1) supply the Contractor Deliverables in accordance with the Specification; and

(2) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet);

in providing the Contractor Deliverables.

b. The Contractor shall comply with all applicable Legislation.

c. The Contractor shall discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

B2. Overseas Expenditure

a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:

(1) Contract No;

(2) Country in which subcontract placed / to be placed;

(3) Name, Division and full postal address of Subcontractor;

(4) Value of subcontract as applicable to main Contract;

(5) Date placed / to be placed.b. If no Overseas orders valued over £1 million are to be placed, or are placed, the Contractor shall advise the Authority to this effect.

c. For the purpose of clauses B2.a and B2.b Overseas expenditure comprises only those direct payments made by the Contractor to:

- (1) Overseas firms; and
- (2) UK firms, including UK branches or subsidiaries of Overseas firms, for the supply of finished or semi-finished manufactured products imported directly into the UK by the Contractor or by such UK firms.

d. The Contractor shall submit any Information required by clause B2.a to the Authority's Representative (Commercial).

B3. Import Licence

If, in the performance of the Contract, the Contractor needs to import materiel into the UK for which an import licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with all reasonable assistance in obtaining any necessary import licence with regard to any defence or security issue that may arise.

B4. Export Licence

a. The Contractor shall notify the Authority promptly if the Contractor becomes aware that all or part of any Contractor Deliverable (including Information and software) to be Delivered under the Contract is or will be subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer control,

that imposes or will impose end use, end user, re-transfer, re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in clause D1.

b. If requested by the Authority, the Contractor shall give the Authority a summary of every existing or expected licence and restriction referred to in clause B4.a and any related obligation or restriction to the extent that they place an obligation or restriction on the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:

- (1) the exporting nation, including the export licence number (where known);
- (2) the Article or Service (including Information and software) affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Articles or to anything Delivered or used in the performance or fulfilment of the Services; and
- (6) any specific restrictions on the end user or on re-transfer or re-export to third parties of the Articles or of anything delivered or used in the performance or fulfilment of the Services. The Contractor shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the Authority must comply.

c. When an export licence is required from a foreign government for the performance of the Contract, the Contractor shall promptly consult with the Authority on the licence requirements and, where the Contractor is the applicant for the licence:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable to be Delivered under the Contract, the Contractor, unless otherwise agreed with the Authority, identifies in the licence application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and

(b) the end use as: For the Purposes of HM Government;

(2) include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the Ministry of Defence of the United Kingdom";

d. If the Information required under clauses B4.a and B4.b has been provided previously to the Authority by the Contractor, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses B4.a and B4.b.

e. If the Contractor becomes aware of any changes in the Information notified previously under clause B4.a, B4.b or B4.d that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Contractor shall notify the Authority promptly of the change.

f. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. The Authority shall provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regard to any defence or security issue that may arise.

g. Where the Contract performance requires the export of items for which a foreign export licence is required, the Contractor shall include the dependencies for the export licence application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit an Export Licence Plan for agreement with the Authority.

h. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request:

(1) the Contractor shall, or procure that the Contractor's Subcontractor will, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority;

(2) the Authority shall provide sufficient Information, certification and other documentation necessary to support the application for the requested variation; and

(3) the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

i. Where the Authority provides materiel (Information and items, including software) to enable the Contractor to perform the Contract, and that materiel is subject to a non-UK

export licence or other related technology transfer control as described in the provisions of clause B4.a:

(1) the Authority may, or at the request of the Contractor, undertake to give the Contractor a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Contractor's ability to perform the Contract, including, to the extent applicable, to the Contractor's performance of the Contract:

- (a) the exporting nation, including the export licence number (where known);
- (b) the items or Information affected;
- (c) the nature of the restriction and obligation;
- (d) the authorised end use and end users;
- (e) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or Information affected; and
- (f) any specific restrictions on re-transfer or re-export to third parties of the items or Information affected.

(2) this will not include Intellectual Property specific restrictions of the type mentioned in clause D1 (Infringement or Alleged Infringement) in relation to the Authority instead of the Contractor.

(3) the Contractor and its Subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the Authority.

(4) the Contractor shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction advised by the Authority to the Contractor under clause B4.j.

j. Where restrictions are advised by the Authority to the Contractor under clause B4.j., the Authority and the Contractor shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Contract, the restrictions shall be regarded as a change to the Specification and handled under the terms of clause A3 (Variations to Specification) and the Contract Price or Delivery schedule or both shall be adjusted as appropriate. If the Contractor is unable to perform the Contract as a result of these restrictions then the Authority shall consult with the Contractor on alternative solutions requiring amendment of the Contract under clause A2 (Amendments to Contract) and A3 (Variations to Specification) and may terminate the Contract if no alternative solution satisfies the essential terms of the Contract. Termination under these circumstances will be under the terms of clause A22 (Termination for Convenience).

k. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority undertakes to provide the Contractor with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Contract.

B5. Environmental Requirements

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

B6. Marking of Contractor Deliverables

a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

- (1) in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), or if no such requirement is specified, with the MOD stock reference number, Nato Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements);
- (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in Schedule 3 (Contract Data Sheet), or in the absence of such requirement they shall be marked as month (letters) and year (last two figures); and
- (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed, in accordance with DEFCON 129.

B7. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. The Contractor shall pack or have packed the Contractor Deliverables:

- (1) in accordance with any requirements specified in Schedule 2 (Schedule of Requirements) (which if represented by packing codes shall be interpreted by reference to DEFFORM 96 and DEF STAN 81-041 (Part 1));
- (2) to ensure that each Contractor Deliverable may be transported in an undamaged and serviceable condition.

b. The Contractor shall ensure that each package containing the Contractor Deliverables is labelled to include:

- (1) the name and address of the Consignor and Consignee as specified in Schedule 3 (Contract Data Sheet) including:
 - (a) the Delivery destination / address if not of the Consignee;
 - (b) the transit destination / address (for aggregation / disaggregation, onward shipment etc.);
- (2) the DEFFORM 129J in accordance with the instructions;
- (3) the description and quantity of the Contractor Deliverables enclosed;
- (4) the full 13 digit NATO Stock Number (NSN) where the UK is registered as a user of it, or, where the requirement does not have a NSN, with the alternative reference number specified in Schedule 2 (Schedule of requirements);
- (5) the makers part, catalogue, serial or batch number as appropriate;
- (6) the Contract number (call off order numbers if enabling or as appropriate);
- (7) any statutory Hazard markings and any handling markings, including the mass of any package which exceeds 3kg;
- (8) the Packaging level (military J, N or P, special H, Commercial A etc) as specified in Schedule 2 (Schedule of Requirements);

- (9) where applicable, any particulars which cannot be marked on each Contractor Deliverable in accordance with clause B6.b.;
- (10) any additional markings specified in Schedule 2 (Schedule of Requirements);
- (11) the Primary Packaged Quantity (PPQ) (if Trade Packaging); and
- (12) if Trade Packaging to be marked in blue "TRADE PACKAGE" or if Export Trade Packaging to be marked in black EXPORT TRADE PACKAGING.

Where UK Military or NATO Packaging is required, labelling of the Contractor Deliverables shall be in accordance with DEF STAN 81-041 (Part 6) and clause B7b.

- c. Bar code markings shall be applied to the external surface of each package and to each PPQ package within. The minimum information shall include; the full 13 digit NSN, Denomination of Quantity (D of Q) see DEFFORM 96, actual quantity in package, Serial Number and / or batch number, if applicable. The bar code symbology used shall meet the requirements of STANAG 4329. Code 39 shall be the default symbology for the Packaging marking application. Requirements for positioning bar codes are defined in DEF STAN 81-041 (Part 6).
- d. Where the Contractor Deliverables are, or contain Dangerous Goods within the meaning of the Regulations set out in B8.a and B8.b, the Packaging level is always Trade or Export Trade Packaging not Military Level as noted in DEF STAN 81-041 (All Parts).
- e. Where UK military or NATO Packaging is required, the Contractor shall meet the requirements as specified in Schedule 2 (Schedule of Requirements). The Contractor Deliverables shall be contained in packages which comply with the requirements of DEF STAN 81-041 (parts 1, 2 and 5) and be capable of meeting the appropriate test requirements of DEF STAN 81-041 (part 3).
- f. Where there is requirement to design UK military or NATO level Packaging, the work shall be undertaken by a company which is registered and certified to Military Packaging Accreditation Scheme (MPAS), (ISO 9001 based), or which is able to demonstrate that its quality systems and military package design expertise are of an equivalent standard. Military Level packages shall be designed to comply with the relevant requirements of DEF STAN 81-041; testing to DEF STAN 81-041 (Part 3) or DEF STAN 00-035. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-041 (Part 4).
- g. New designs shall not be made where there is an existing SPIS or one that may be easily modified to be in accordance with the contract requirements, (see clause B7f.). Application should be made to the Project Team (PT) or other access point for a search to establish the SPIS status using DEFFORM 129a (Application for Packaging Designs and Authorisation for Package Design Work); media format as per clause B7j).
- h. Where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design.
- i. SPIS designs are maintained on a central Master Packaging Database (MPD), the SPIS Index (SPIN), held on the MOD design repository or other authorised secure servers, for monitoring by the MOD and review by MPAS certified contractors and the MOD.
- j. All SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format which shall be Adobe "PDF" compatible with Adobe Acrobat version 5. Any other format shall be agreed between the Packaging Design Authority (PDA) and the MOD and must be compatible with access to SPIN.
- k. Production of Military Level Packaging; where it is necessary to use a SPIS design the packaging manufacturer should also be a registered Contractor as stated in clause B7g. The manufacturer is responsible for confirming that the design is suitable.
- l. Minor alterations / updates and similar to existing designs may be carried out by MPAS Certificated designers, all major / significant changes and new designs need to be authorised by

the Authority's Representative (Project Manager) (unless that power is delegated to a Prime or MPAS Registered company).

m. Intellectual Property Rights (IPR); the MOD shall retain the rights to the SPIS designs or to copy or use any information relating to them, if otherwise specified.

n. Where applicable one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor is the PDA, they shall:

(a) on receipt of instructions received from the Authority's Representative, (Project Manager), prepare the required package design in accordance with DEF STAN 81-041.

(b) where the Contractor is certified they shall, on completion of any design work, provide the Authority's Representative with the following documents electronically:

(i) a list of all SPIS which have been prepared or revised against the Contract; and

(ii) a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) where the PDA is not a certified organisation, they shall obtain approval for their design from a certified organisation before proceeding, then continue with clause B7.n.(1)(b).

(2) Where the Packaging contractor is not the PDA and is un-certified, they shall not produce, modify, or update etc. SPIS Designs. They shall obtain current SPIS design(s) from SPIN or a certified organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they shall apply for SPIS information as soon as practicable after receipt of Contract or Order.

(3) Where the Contractor is un-certified and has been given authority to produce, modify, and update SPIS Designs by contract, they shall obtain approval for their design from a certified organisation before proceeding, then continue with clause B7.n.(1)(b).

(4) Where the Contractor is not a PDA but is certified; follow clauses B7.n.(1)(a) and (b).

The Contractor shall note that all documents supplied as SPIS designs shall be considered as Contract Data Requirement.

o. The Contractor shall comply with the requirements for the design of Military Packaging as follows:

(1) Where there is a requirement to design UK Military or NATO Level Packaging, the work shall be undertaken by a certified organisation, or one that although non-certified is able to demonstrate that its Quality Systems and Military Package Design expertise are of an equivalent standard.

The certification scheme (MPAS) detail is available from:

DES IMOC SCP Packaging
MOD Abbey Wood,
Bristol, BS34 8JH
Tel: +44(0)30 679 35353

DESIMOCSCP-Pkg@mod.uk

(2) Military Level packages shall be designed to comply with the relevant requirements of DEF STAN 81-041; testing to DEF STAN 81-041 (Part 3) or DEF

STAN 00-035. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-041 (Part 4).

(3) All Packaging contractors on receipt of a requirement shall search SPIN; or apply for a search of SPIN to establish the SPIS status (using DEFFORM 129a 'Application for Packaging Designs or their Status', media format as per clause B7.g).

(4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

(5) Where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design unless otherwise stated in this Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information as with SPIS, see clause B7.f).

(6) All SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format.

(7) The default electronic media format of a SPIS shall be Adobe "PDF" compatible with SPIN requirements.

(8) Manufacture of Military Level Packaging; where it is necessary to use a SPIS design then the packaging manufacturer should also be a certified contractor as per clause B7.a above. The Packaging manufacturer is responsible for confirming that the design is suitable.

p. If special jigs, tooling etc., are required for the production of military Packaging, the Contractor shall obtain written approval from the Authority's Representative (Commercial) before providing them.

B8. Supply of Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this clause. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in Schedule 2 (Schedule of Requirements):

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed Information indicating that the package corresponds to the successfully designed type shall be marked on the Packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in Schedule 3 (Contract Data Sheet) (or if no such period is specified no later than one (1) month prior to the Delivery Date), the Contractor shall provide to the Authority's Representatives in the manner and format prescribed in Schedule 3 (Contract Data Sheet) and Schedule 6:

(1) a completed Schedule 6 (Hazardous Articles, Materials or Substances Supplied under the Contract: Data Requirements), confirming whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at clause B8.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under clause B8.c. shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional Information required by the Health and Safety at Work etc Act 1974 and shall contain:

(1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 (as amended from time to time) or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a Radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with clause B8.d for four (4) years after the end of the Contract and shall make them available to the Authority's Representatives on request.

f. Nothing in this clause B8 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

B9. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

(1) shall comply with the Contract Specification; and

(2) must originate either:

(a) from a Legal and Sustainable source; or

(b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause B9.a above, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

(1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

(2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract complies with the requirements of clause B9.a or B9.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence under clause B9.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfy the provisions of clause B9.a and B9.b.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with clause A23.

g. Notwithstanding clause B9.c, if exceptional circumstances render it strictly impractical for the Contractor to record evidence of proof of timber origin for previously Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impracticable to record evidence of the timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause B9.a and B9.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an "Independent Verification" and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause B9.b.

i. The statistical reporting requirement at clause B9.i applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with clause A2.

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of an Enabling Contract, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Commercial Branch identified in the Appendix to Contract.

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with clause A2.

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

B10. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with clause A23 (Contractor's Records).

- c. The Information provided on the CofC shall include:
- (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) Details of any approved concessions;
 - (5) Acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) Description of Contractor Deliverable, including part number, Specification and configuration status;
 - (9) Identification marks, batch and serial numbers in accordance with the Specification;
 - (10) Quantities;
 - (11) A signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause B10.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain, upon request in accordance with clause A23 (Contractor Records).

C Price

C1. Contract Price

- a. The Contractor shall supply the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment Overseas.

D Intellectual Property Rights

Not Applicable

E Facilities and Assets

E1. Access to Contractor' Premises

The Contractor shall provide to the Authority's Representatives all reasonable access to its premises on reasonable notice for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

F Delivery

F2. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables defined in clause F3.b has elapsed.

F3. Rejection

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause F3.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within twenty (20) Business Days.

F4. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. Where necessary the Authority may issue (or having issued cancel) a Diversion Order for urgent Delivery of the Contractor Deliverables identified in it:

- (1) where a Diversion Order is issued the Contractor Deliverables are to be Delivered by the quickest means available, unless otherwise directed;
- (2) any Diversion Order which is beyond the scope of the Contract is to be returned immediately to the Authority's Representative (Commercial) with an appropriate explanation;
- (3) if the terms of the Diversion Order are unclear, the Contractor shall contact the Authority's Representative who issued it immediately for clarification or further instruction, copying the Authority's Representative (Commercial) in on all correspondence;
- (4) the Contractor shall be entitled to any additional Delivery and Packaging costs generated in complying with the Diversion Order or cancellation thereof, claims for which are to be submitted by the Contractor to the Authority's Representative (Commercial) together with appropriate receipts and shall be priced and agreed in writing as an amendment to the Contract in accordance with clause A2. The Contractor shall not delay complying with the Diversion Order whilst awaiting agreement of any additional Delivery and Packaging costs.

F5. Self to Self Delivery

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

F6. Authority's Remedies for Breach of Contract

a. If the Contractor:

- (1) fails to Deliver the Contractor Deliverables (or any part thereof) by the Delivery Date in accordance with clause F1.b;
- (2) fails to ensure that the Contractor Deliverables (or any part thereof) are available for Collection by the Delivery Date in accordance with clause F1.c;
- (3) subject to clause F6.b, fails to supply Contractor Deliverables that comply with the Specification; or
- (4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with clause A18, or fails to supply or withholds the Information, required under clauses A18.a or B8.c and / or B8.d; or
- (5) otherwise commits a material breach of its obligations under the Contract, the

Authority shall have the right to exercise one or more of the following remedies:

- (6) where the failure or breach is material, to terminate the Contract or the relevant part thereof with immediate effect by giving written notice to the Contractor;
- (7) reject those Contractor Deliverables that it has not accepted in accordance with clause F2 and return them to the Contractor in accordance with clause F3 and the Contractor shall refund to the Authority any sums paid in respect of the rejected Contractor Deliverables;
- (8) give the Contractor the opportunity at the Contractor's expense to remedy any defect in the Contractor Deliverables, to supply replacement Contractor Deliverables or otherwise to rectify the failure or breach within the Authority-specified time limits;
- (9) to claim such damages as may have been sustained as a result of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
 - (a) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (b) obtaining the Contractor Deliverables in substitution from another supplier.

b. The Contractor shall not be liable for the Contractor Deliverables' failure to comply with the Specification to the extent that any such non-compliance is attributable to one or more of the following circumstances:

- (1) failure by the Authority to install, operate, maintain or store Contractor Deliverables in accordance with any documentation provided by the Contractor;
- (2) fair wear and tear, misuse, neglect, accident or negligence, repair or modification by the Authority;
- (3) damage caused by the Authority during transportation of the Contractor Deliverables in accordance with clause F1.c.

c. This clause F6 shall apply to any repaired or replacement Contractor Deliverables supplied by the Contractor in accordance with clause F6.a.(9).

d. The Authority's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

G Payments/Receipts

G2. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of any Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the contract price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).
- c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative (Commercial). The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.
- d. Where the supply of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

H Contract Administration

H1. Progress Monitoring, Meetings and Reports

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

H2. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this clause H2.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with clause A2 (Amendments to Contract).

H3. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

J. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

DEFCON76(SC2) (Edn.10/13) - Contractor's Personnel at Government Establishments

DEFCON611(SC2) (Edn.02/16) - Issued Property

DEFCON684 (Edn.01/04) - Limitation Upon Claims In Respect Of Aviation Products

DEFCON694(SC2) (Edn.03/16) - Accounting For Property of the Authority

K1. Usage

a. The Aeronautical Information (AI) procured by the Authority may at the sole discretion of the Authority, be revised, reformatted, repackaged, reprinted and redistributed free or for value for UK Government AI purposes, which shall include use by and on behalf of other Governments and proposed or contracted suppliers of services to the Authority. Where the procured AI

incorporates or is incorporated into Authority AI such combined AI may be offered for sale by the Authority to third parties. The AI procured will not be resold or made available for non UK Government AI purposes as a self-standing product.

b. Where the files are not supplied in Pantone Red 201/Green 339/Blue 2935 and Pantone Black, the Authority has the right to change the supplier's colour data to these Pantone colours.

K2. General Indemnity

a. The Contractor shall, subject to clauses b and c be responsible for, and shall release and indemnify the Authority, its employees, agents and contractors on demand from and against all liability for:

- (1) death or personal injury;
- (2) loss of or damage to third party property;
- (3) loss of or damage to property belonging to the Authority or for which it is responsible ('Authority Property') where liability is not limited under Defence Condition 684;
- (4) breach of statutory duty;
- (5) actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis), and
- (6) the supply of defective, inadequate, inaccurate, unreliable or unsafe manipulation, conversion, handling or delivery of data;
- (7) the failure to supply Aeronautical Information in accordance with the specification and timescales stated in Schedule 12, Statement of Requirement

which may arise out of the Contractor's negligence or non-performance by the Contractor of its obligations under this Contract or the presence on the Authority's property of the Contractor, a sub-contractor of the Contractor, their employees or agents.

Limits on Indemnity

b. The Contractor shall not be responsible or be obliged to indemnify the Authority for any losses or claims whatsoever arising from errors in source data to the extent that the error in the source data was already contained in the data as supplied to the Contractor.

c. The Contractor shall not be responsible or be obliged to indemnify the Authority for any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Authority, its employees, agents or contractors or by the breach by the Authority of its obligations under this Contract.

d. An indemnity by either Party under any provision of this Contract shall be without limitation to any indemnity by that Party under any other provision of this Contract.

K3. Insurances

a. 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 10 (Required Insurance) take out and maintain or procure the taking out and maintenance of the insurances as set out under this Clause K3, Insurance and Schedule 10 (Required Insurance) and any other insurances as may be required by law (together the "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.

b. 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.

c. Neither party to this Contract shall 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 Insurances.

d. The Contractor shall notify the Authority at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

e. 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.

f. The Contractor shall from the Commencement date of this Contract and within fifteen (15) working days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in full force and effect and meet in full the requirements of this Clause K3 Insurance and Schedule 10 (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.

g. 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 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.

h. Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) working 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 Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

i. Where any Insurance requires payment of a premium, the Contractor shall be liable for such premium.

j. Where any Insurance referred to in this Clause K3 Insurance and Schedule 10 (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 Insurances whether under the terms of this Contract or otherwise.

K4. Key Performance Indicators (KPIs)

a. Key Performance Indicators (KPIs) enable the Authority to accurately measure performance in key delivery areas against clear pre-defined targets, highlighting areas of both weak performance where an improvement is necessary, and also areas of strong performance. In addition, KPIs are considered to be of benefit to the Contractor, who should be able to regularly self-assess his performance against the pre-defined targets and, when there are signs of underachievement against KPIs will enable the Authority to action the remedies listed.

b. The KPIs are those listed at Schedule 11.

K5. Cyber Essentials

a. For all new requirements which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate, or equivalent. It is recognised that this will not be in place by Contract Award and it is therefore agreed that the Contractor will have this in place no later than 12 months after the Contract Commencement Date, and for it to be renewed annually. This requirement must be flowed down the supply chain.

b. The Contractor must notify the Authority as soon as they become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

K6. Tender

a. This Contract is to be read in conjunction with the Contractor's tender - reference A200014 dated 20th March 2017 as clarified by the Contractor's email dated 27th March 2017 15:02, the Contractor's letter and email dated 4th April 2017 14:52, the Authority emails dated 27th March 2017 11:02 and 3rd April 2017 16:05 and the Authority's letter dated 30th March 2017.

K7. Parent Company Guarantee

- a. This Contract is subject to the Parent Company Guarantee dated 24th May 2017 provided by NAVBLUE Inc.

K8. Payment

- a. Payment will be made using the Authority's electronic payment system – Contracting, Purchasing and Finance (CP&F).

L. The processes that apply to this Contract are:

Not Applicable

Schedule 1 - Definitions of Contract

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| Aeronautical Information | means aeronautical information provided in accordance with the Schedule of Requirements; |
| Articles | means the Contractor Deliverables (goods and / or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCON's are added to these Conditions); |
| Authority | means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland; |
| Authority's Representative(s) | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b; |
| Business Day | means any day excluding: <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. 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; |
| Child Labour Legislation | means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract. |
| Collect | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause F1.c and Collected and Collection shall be construed accordingly; |
| Contract Commencement Date | means 1 st June 2017; |
| Conditions | means the terms and conditions set out in this document; |
| Consignee | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
| Consignor | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| Contract | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with clause A2 (Amendments); |

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| Contract Price | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| Contractor | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
| Contractor Commercially Sensitive Information | means the Information listed in the completed Schedule 9 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive; |
| Contractor Deliverables | means the goods and / or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports; |
| Control | <p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p> |
| CPET | means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy |
| Crown Use | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949; |
| DBS Finance | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| DEFFORM | means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ; |
| DEF STAN | means Defence Standards which can be accessed at https://www.dstan.mod.uk ; |
| Deliver | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with clause F1 and Delivered and Delivery shall be construed accordingly; |
| Delivery Date | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection; |
| Denomination of Quantity | means the quantity or measure by which an item of material is |

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| (D of Q) | managed; |
| Design Right(s) | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
| Diversion Order | means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |
| Effective Date of Contract | means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter; |
| Evidence | means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| Firm Price | means a price (excluding VAT) which is not subject to variation; |
| FLEGT | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| Hazardous Contractor Deliverable | means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; |
| Independent Verification | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent"; |
| Information | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| Key Performance Indicators | means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Clause K4 and Schedule 11. |
| Legal and Sustainable | means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |
| Legislation | means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of Section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; |

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| Military Level Packaging | Packaging that by the nature of the packaged item, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial packaging normally provides; |
| Military Packaging Accreditation Scheme (MPAS) | is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS / DR14. MPAS detail is available from: DESJSCSCM-EngTLS-Pkg@mod.uk ; |
| MPAS Registered Organisation | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| MPAS Certificated Designer | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| NATO | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| Notices | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
| Official Source Data | data from the State Aeronautical Information Publication (AIP) and considered authoritative from each country or state or data supplied by the Authority from the UK Military Aeronautical Information Publication (UK Mil AIP); |
| Overseas | shall mean non UK or foreign; |
| Packaging | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the articles for transportation and storage in accordance with the Contract; |
| Packaging Design Authority (PDA) | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification; |
| Parties | means the Contractor and the Authority, and Party shall be construed accordingly; |
| Primary Packaging Quantity (PPQ) | means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user; |
| Recycled Timber | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously, it excludes sawmill co-products; |

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| Required Insurance | means the policies of insurance set out in Schedule 10 (Required Insurance) |
| Schedule of Requirements | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables, to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable; |
| Short-Rotation Coppice | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy; |
| Specification | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements); |
| STANAG 4329 | means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ; |
| Subcontractor | means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof); |
| Supported Businesses | means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market; |
| Timber and Wood-Derived Products | means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element; |
| Transparency Information | means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract; |
| Unofficial or Un-assured Data | data not from the State Aeronautical Information Publication (AIP) and not considered authoritative from each country or state or not from the UK Military Aeronautical Information Publication (UK Mil AIP); |
| Virgin Timber | means Timber and Wood-Derived Products that do not include Recycled Timber. |

Schedule 2 - Schedule of Requirements for Contract No: CB/JFC3/010

For the Supply of Aeronautical Information

| <u>Contractor Deliverables</u> | | | | | |
|---------------------------------------|---|-----------------------------|-------------------------|---|----------------------------------|
| <u>Item Number</u> | <u>Specification</u> | <u>Delivery Date</u> | <u>Total Qty</u> | <u>Firm Price (£) Ex VAT</u> | |
| | | | | <u>Price Per Month (paid monthly in arrears)</u> | <u>Total Price</u> |
| 1 | The Supply of Aeronautical Information - YEAR ONE - 1st June 2017 to 31st May 2018 | 1 st June 2017 | 1 | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 2 | The Supply of Aeronautical Information - YEAR TWO - 1st June 2018 to 31st May 2019 | 1 st June 2018 | 1 | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 3 | The Supply of Aeronautical Information - OPTION YEAR THREE - 1st June 2019 to 31st May 2020. | 1 st June 2019 | 1 | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 4 | Ad-Hoc Non-Library Aeronautical Information Request (with AIP) - YEAR ONE - 1st June 2017 to 31st May 2018. | 1 st June 2017 | Per request as required | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 5 | Ad-Hoc Non-Library Aeronautical Information Request (with AIP) - YEAR TWO - 1st June 2018 to 31st May 2019 | 1 st June 2018 | Per request as required | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 6 | Ad-Hoc Non-Library Aeronautical Information Request (with AIP) - OPTION YEAR THREE - 1st June 2019 to 31st May 2020 | 1 st June 2019 | Per request as required | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 7 | Ad-Hoc Non-Library Aeronautical Information Request (without AIP) - YEAR ONE - 1st June 2017 to 31st May 2018 | 1 st June 2017 | Per request as required | [Redacted – Pricing Information] | [Redacted – Pricing Information] |

| <u>Contractor Deliverables</u> | | | | | |
|---------------------------------------|--|--|-------------------------|---|----------------------------------|
| <u>Item Number</u> | <u>Specification</u> | <u>Delivery Date</u> | <u>Total Qty</u> | <u>Firm Price (£) Ex VAT</u> | |
| | | | | <u>Price Per Month (paid monthly in arrears)</u> | <u>Total Price</u> |
| 8 | Ad-Hoc Non-Library Aeronautical Information Request (without AIP) - YEAR TWO - 1st June 2018 to 31st May 2019 | 1 st June 2018 | Per request as required | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 9 | Ad-Hoc Non-Library Aeronautical Information Request (without AIP) - OPTION YEAR THREE - 1st June 2019 to 31st May 2020 | 1 st June 2019 | Per request as required | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 10 | The Supply of AERAD Oil Mobile Rigs & Vessels AI Pack | 1 st June 2017 with monthly updates | 1 copy | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 11 | The Supply of AERAD Oil Platforms North 55 Degrees AI Pack | 1 st June 2017 with monthly updates | 1 copy | [Redacted – Pricing Information] | [Redacted – Pricing Information] |
| 12 | The Supply of AERAD Oil Platforms South 55 Degrees AI Pack | 1 st June 2017 with monthly updates | 1 copy | [Redacted – Pricing Information] | [Redacted – Pricing Information] |

Schedule 3 Contract Data Sheet for Contract No: CB/JFC3/010

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| <p>Clause A9 Governing Law</p> | <p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> Clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales irrevocably appointed for Foreign Contractors in accordance with Clause A9.f (if applicable) are as follows:</p> |
| <p>Clause A22 Termination for Convenience</p> | <p>The Notice period for terminating the Contract shall be 90 Business Days.</p> |
| <p>Clause A24 Contract Period</p> | <p>The Contract expiry date shall be: 31st May 2019. The Authority will have the option to extend the Contract by a further period of one year until 31st May 2020.</p> |
| <p>Clause B1.a.(2) Contractor's Obligations – Quality Assurance</p> | <p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) with your tender. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>ED76/DO-200A ISO 9001-2008 Compliance with MOD JSP465 (Spatial Policy for UK Defence) Regulations</p> |
| <p>Clause B6 Marking of Contractor Deliverables</p> | <p>Special Marking requirements:</p> |
| <p>Clause B8 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p> | <p>A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> |

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| | <p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date</p> |
| <p>Clause B9.i Timber and Wood-Derived Products</p> | <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>or: if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date:</p> |
| <p>Clause B10 Certificate of Conformity</p> | <p>Is a Certificate of Conformity required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the Supply Chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items:</p> |
| <p>Clause C1 Contract Price (Excl VAT)</p> | <p>All Schedule 2 line items shall be Firm Price other than those stated below:</p> <p>Line Items Clause K refers</p> <p>Line Items Clause K refers</p> <p>Line Items Clause K refers</p> |
| <p>Clause F1.a Delivery (for Schedule 2 Items)</p> | <p>The transport requirements shown below are applicable:</p> <p>Line Items ALL</p> <p>To be Delivered by the Contractor (See box F1.b)</p> <p>Line Items</p> <p>To be Collected by the Authority (See Box F1.c)</p> |

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| <p>Clause F1.b (Delivery by the Contractor) (for Schedule 2 Items)</p> | <p>(Where applicable, see Box F1.a above)</p> <p>Special Delivery Instructions (Clause F1.b.(2)) : Delivery is to be via No 1 AIDU FTP</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.b.(3)):</p> <p>Line Items DEFFORM 129J</p> <p>Line Items ALL Delivery Note in the form of an email to the No 1 AIDU AI Ops Centre Manager.</p> |
| <p>Clause F1.c (Collection by the Authority) (for Schedule 2 Items)</p> | <p>(Where applicable, see Box F1.a above)</p> <p>Special Collection Instructions (Clause F1.c.(2)):</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.c.(3)):</p> <p>Line Items DEFFORM 129J</p> <p>Line Items Delivery Note</p> <p>Consignor Address(F1.c.(4)) :</p> <p>Line Items Address</p> <p>Line Items Address</p> <p>Consignee Address Details (for the purposes of Clause B7.b.(1)):</p> <p>Line Items Address Details</p> <p>Line Items Address Details</p> <p>Line Items Address Details</p> |
| <p>Clause F3.b Rejection</p> <p>Note: If no period is inserted here the time period shall be twenty (20) Business days)</p> | <p>Time limit for rejection of the Contractor Deliverables shall be Business Days.</p> |
| <p>Clause F5 Self to Self Delivery</p> | <p>Is Self to Self Delivery required:</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes, Delivery address applicable:</p> |

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| <p>Clause H1.a Progress Monitoring</p> | <p>The Contractor shall be required to attend the following meetings:</p> <p>Type: General Contract Meetings</p> <p>Frequency: Ad-hoc, as and when required.</p> <p>Location: No 1 AIDU, RAF Northolt</p> |
| <p>Clause H1.b Progress Reports</p> | <p>The Contractor is required to submit the following Reports:</p> <p>Type:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p> |
| <p>Clause H2.b Authority's Representatives</p> | <p>The Authority's Representatives for the Contract are as follows:</p> <p>[Redacted – Personal Information]</p> |
| <p>Clause H3.a.(5) Notices</p> | <p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| <p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p> | <p>See Annex A to Schedule 3 (DEFFORM 111)</p> |

Appendix - Addresses and Other Information

1. Commercial Officer:

[Redacted – Personal Information]

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available):

[Redacted – Personal Information]

3. Packaging Design Authority:

Organisation and point of contact:

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

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

(b) U.I.N.

5. Drawings/Specifications are available from:**6. Intentionally Left Blank****7. Quality Assurance Representative:**

[Redacted – Personal Information]

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

See comments

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

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 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:

See Schedule of Requirement

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arcott

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk.**NOTES**

* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 4 - Contract Change Process Procedure (i.a.w. clause A.2.b)
for Contract No: CB/JFC3/010**

1. Authority Changes

- i. The Authority has the right to propose changes ("Authority Changes") to the Contractor Deliverables in accordance with this Schedule 4. The Authority shall not propose an Authority Change which:
 - (1) would require the Contractor Deliverables to be performed in a way that infringes any Legislation or is inconsistent with good industry practice;
 - (2) would materially and adversely affect the health and safety of any person;
 - (3) would require the Contractor to implement the change to the Contractor Deliverables in an unreasonable period of time;
 - (4) would (if implemented) materially and adversely change the nature of this Contract; and / or
 - (5) the Authority does not have the legal power or capacity to require the implementation of.
- ii. If the Authority requires an Authority Change, it must serve a Notice (an "Authority Notice of Change") on the Contractor.

2. Authority Changes – Notice of Change

The Authority Notice of Change shall:

- a. set out the change in Contractor Deliverables required in sufficient detail to enable the Contractor to calculate and provide a change proposal identifying the change in Contract Price as a result of the change in accordance with clause 3 below (the "Change Proposal"); and
- b. require the Contractor to provide the Authority with the Change Proposal within fifteen (15) Business Days of receipt of the Authority Notice of Change.

3. Authority Changes – Change Proposal

As soon as practicable and in any event within fifteen (15) Business Days after having received the Authority Notice of Change, the Contractor shall deliver to the Authority the Change Proposal. The Change Proposal shall include the opinion of the Contractor on:

- a. whether relief from compliance with obligations is required, including the obligations of the Contractor to achieve any Delivery Date or other date set out in the Contract, and meet the requirements set out in the Schedule of Requirements during the implementation of the Authority Change;
- b. any impact on the fulfilment of the Contractor Deliverables; and
- c. any amendment required to this Contract as a result of the Authority Change.

4. Authority Changes – Process and Implementation

- a. As soon as practicable after the Authority receives the Change Proposal, the Parties shall discuss and agree the issues set out in the Change Proposal.
- b. In such discussions the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days after receipt of such modification, notify the Authority of any consequential changes to the Change Proposal.
- c. As soon as practicable after the contents of the Change Proposal have been agreed or otherwise determined pursuant to Clause A21 (Dispute Resolution), the Authority shall:
 - (1) confirm in writing the Change Proposal (as modified); or
 - (2) withdraw the Authority Notice of Change.
- d. If the Authority does not confirm in writing the Change Proposal (as modified) within thirty (30) Business Days of the contents of the Change Proposal having been agreed in accordance with clause 7 below or determined pursuant to clause 8 below, then the Authority Notice of Change shall be deemed to have been withdrawn.

e. In the event that the Change Proposal has been confirmed by the Authority, then the adjustment to any amount payable by the Authority to the Contractor in respect of any Contractor Deliverables to which the Authority Change relates shall place the Contractor in no better and no worse a financial position than would be the case had the Authority Change not been implemented.

5. Contractor Changes

If the Contractor wishes to introduce a change (a "Contractor Change") to the Contractor Deliverables, it must serve a Notice (a "Contractor Notice of Change") on the Authority.

6. Contractor Changes – Notice of Change

The Contractor Notice of Change must:

- a. set out the proposed Contractor Change in sufficient detail to enable the Authority to evaluate it in full;
- b. specify the Contractor's reasons for proposing the Contractor Change;
- c. request the Authority to consult with the Contractor with a view to deciding whether to agree to the Contractor Change and, if so, what consequential changes the Authority requires as a result;
- d. indicate any implications of the Contractor Change; in particular, whether a variation to the Contract Price by the Authority to the Contractor under this Contract is proposed (and, if so, give a detailed breakdown of such proposed variation); and
- e. indicate if there are any dates by which a decision by the Authority is critical.

7. Contractor Changes – Process and Implementation

- a. The Authority shall evaluate the proposed Contractor Change in good faith, taking into account all relevant issues, including whether:
 - (1) a variation to the Contract Price payable by the Authority to the Contractor under this Contract will occur;
 - (2) the Contractor Change affects the quality of Delivery of the Contractor Deliverables or the likelihood of successful Delivery of the Contractor Deliverables; and
 - (3) the Contractor Change will interfere with the relationship of the Authority with third parties.
- b. As soon as practicable after receiving the Contractor Notice of Change, the Parties shall discuss the matter referred to in it. During such discussions the Authority may propose modifications or accept or reject the Contractor Notice of Change.
- c. If the Authority accepts the Contractor Notice of Change (with or without modification), the relevant change to the Contractor Deliverables shall be implemented within twenty (20) Business Days of the Authority's acceptance. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall amend this Contract to give effect to the Contractor Change.
- d. If the Authority rejects the Contractor Notice of Change, it shall not be obliged to give its reasons for such a rejection.

Unless the Authority's acceptance specifically agrees to a variation to Contract Price by the Authority to the Contractor under this Contract, there shall be no increase in the Contract Price under this Contract as a result of a Contractor Change.

Schedule 5 – Export Licence (i.a.w. clause A.17.g) for Contract No: CB/JFC3/010

Condition to be included in relevant Subcontracts

Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. “Agreement” means this Subcontract;
- b. “Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. “Contract” means Contract No [insert MOD Contract No] between the Authority and the Contractor;
- d. “Contractor” means [insert name of prime contractor];
- e. “First Party” means [insert name of purchaser];
- f. “Second Party” means [insert name of supplier].

2. In this Condition, “foreign” and “overseas” shall be understood from the position of the Authority and be regarded as “non-UK”.

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including Information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in clause D1 (Infringement or Alleged Infringement) of the First Party’s Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in clause 3 and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply including, to the extent applicable to such obligations or restrictions:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything delivered or used in the performance or fulfilment of the services, and
- f. any specific restrictions on re-transfer or re-export of the articles or of anything delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:

- a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:
 - (1) the end user as: Her Britannic Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter “HM Government”), and
 - (2) the end use as: For the Purposes of HM Government;
- b. include in the submission for the licence a statement that "information on the status of

processing this license application may be shared with the *[insert name of the Contractor]* and the Ministry of Defence of the United Kingdom";

c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract;

6. If the information required under clauses 3 and 4 has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clauses 3 and 4.

7. If the Second Party becomes aware of any changes in the information notified previously under clause 3, 4 or 6 that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.

8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with its purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.

9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.

10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's Subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.

11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these clauses 1 - 14 . Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.

12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in clause 3 above:

a. the First Party may, or at the request of the Second Party undertakes to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:

- (1) the exporting nation, including the export licence number (where known);
- (2) the items or information affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

b. This will not include Intellectual Property-specific restrictions of the type mentioned in clause D1 (Infringement or Alleged Infringement) in relation to the First Party's Conditions of

Contract instead of the Contractor.

c. The Second Party and its Subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.

d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.

13. Where restrictions are advised by the First Party to the Second Party under clause 12, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of clause A22 (Termination for Convenience) of the First Party's Conditions of Contract.

Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting of an export licence by a foreign Government in respect of performance of the Agreement.

**Schedule 6 - Hazard Articles, Materials or Substances Supplied under the
Contract: Data Requirements**

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

Contract No: CB/JFC3/010

Contract Title: Supply of Aeronautical Information

Address: Hersham Place Technology Park, Molesey Road, Walton-on-Thames, Surrey, KT12 4RZ

Contractor: NAVBLUE Limited

Date of Contract: 1st June 2017

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with Clause B8 of the Standardised Contract 2 Conditions

Contractor's Signature: Signed on Original

[Redacted – Personal Information]

* check box () as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

**Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract:
Data Requirements**

Contract Num: CB/JFC3/010

The following information is provided in respect of Clause B9.h (Timber and Wood – Derived Products):

| 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 |
|--|--|--|--|---|
| N/A | N/A | N/A | N/A | N/A |

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Schedule 9 Contractor's Commercially Sensitive Information Form

(i.a.w clause A14) for Contract No:CB/JFC3/010

| |
|--|
| Contract No: CB/JFC3/010 |
| Description of Contractor's Commercially Sensitive Information: <ul style="list-style-type: none">- Product Pricing and Information including but not limited to geographical coverage of charts.- All company information |
| Cross Reference(s) to location of sensitive information: The following documents & information included in this tender response are sensitive - 20161208-010 Navblue DF47 Schedule 3 Covering Letter 20161208-010 T2PLUS ITT DEFFORM 47 Navblue Navblue Tender Response to Supply of Aeronautical Information – Additional Information Navblue Tender Response to Supply of Aeronautical Information – Index of Response Documentation All Supplementary materials provided with this response, including but not limited to product documentation, specification, coverage details, certification and quality information and all sample materials. |
| Explanation of Sensitivity: Commercially Sensitive Information |
| Details of potential harm resulting from disclosure: <ul style="list-style-type: none">- Loss of potential business.- Loss of control of commercially sensitive information. |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters: [Redacted – Personal Information] |

Schedule 10 Required Insurance

Aviation Liability Insurance (including Products Liability)

1. **Insured**

The Contractor

2. **Interest**

To indemnify the Insured in respect of all sums that they may become legally liable to pay (including claimants costs and expenses) as damages in respect of

2.1 death or bodily injury contracted by any person; and

2.2 loss of or damage to property;

occurring during the period of insurance and arising out of or in connection with the Contract.

3. **Limit of Indemnity**

Claims in respect of Aviation Products as stipulated in DEFCON 684: not less than a combined single limit for bodily injury and property damage, [five hundred million US Dollars (\$500,000,000)] for any one occurrence; with the number of occurrences being unlimited but in the annual aggregate in respect of Aviation Product liability.

4. **Maximum Deductible Threshold**

NIL

5. **Territorial Limits**

Worldwide.

6. **Period of Insurance**

From the Commencement Date and for the duration of the Contract and renewable on an annual basis unless agreed otherwise by the parties.

Schedule 11 Key Performance Indicators (KPIs)

Key Performance Indicators (KPIs), in accordance with the terms and conditions of the Statement of Requirement (SOR), shall apply as detailed below:

The following occurrences (a-d described below) will be investigated by No 1 AIDU. If, upon investigation, the contractor is found to be at fault, this will be recorded by No 1 AIDU in a tracking log. When any individual occurrence (a, b, c or d) reaches a threshold of **3**, the Contract Monitoring Officer (CMO) will approach the contractor for resolution. When the threshold of **5** occurrences is reached, Commercial (JFC3) will seek resolution.

OCCURENCES

- a. No reply is received to an enquiry to the contractor's customer support facility within 2 working days.
- b. AI arrives 3 or more working days beyond the agreed AIRAC minus 21 day timescale.
- c. A factual error contained within provided AI remains unresolved 5 working days after having been reported to the contractor via their customer support facility.
- d. Variations from the agreed standard remain unresolved 5 working days after having been reported to the contractor via their customer support facility.

Example of Tracking Log in use:

| <u>KPI Occurrence</u> | <u>Description</u> | <u>Number of Occurrences</u> | <u>Outcome</u> |
|-----------------------|--|------------------------------|---------------------------------------|
| a. | No reply from Customer Support after 2 days. | 5 | Commercial (JFC3) to seek resolution. |
| b. | AI arrives late. | 3 | AIDU CMO to seek resolution. |
| c. | Unresolved factual error contained in AI. | 4 | AIDU CMO already seeking resolution. |
| d. | Unresolved variation from agreed standard. | 1 | No action required yet. |

Schedule 12 Statement of Requirement (SOR)

Provision of Terminal Charts

SCOPE

1. The MOD requires access to worldwide Aeronautical Information (AI) in order to ensure the safety and efficiency of its global aviation activity. No 1 Aeronautical Information Documents Unit (AIDU) is tasked through Joint Service Publication 465 (Spatial Policy for UK Defence) with providing this information, either by originating the required AI or obtaining it through exchange with non-commercial partners. This is not possible with all of the worldwide AI that is required to fulfil Defence Aviation tasks; there is therefore a requirement for No 1 AIDU to procure the necessary information from external commercial AI providers.

BACKGROUND

2. No 1 AIDU is tasked with the distribution and delivery of appropriate, accurate, assured and timely AI to meet operational users' requirements. Whilst No 1 AIDU concentrates on a core of European area, Defence Aviation has a world-wide remit for Operations, and requires AI beyond that which can be produced or obtained through non-commercial partners. The main area of shortfall is the provision of Terminal Charts. Terminal Charts are a subset of AI which graphically depict the procedures used by aircrew in order for them to safely arrive at, and depart from, airfields in virtually all weather conditions. A description of the scope of Terminal Charts can be found at Annex A.

STAKEHOLDERS

3. The primary stakeholder is No 1 AIDU, who incorporate the purchased material into its own documents in the format required by the Front Line users. The user stakeholders are all UK Military aircrew engaged in the worldwide operation of aircraft in support of the interests of the UK government.

ESSENTIAL REQUIREMENTS

4. The full proposed commercial solution to provide Terminal Charts must be ready and available at the start of the contract which:

- a. Will commence on 1st June 2017.
- b. Will run for 2 years with an option for one further year.

5. All supplied data must be assured, accurate and updated rigorously. The format and presentation of the pictorial and textual information provided must conform to current International Civil Aviation Organisation (ICAO) standards and guidelines and the AIRAC¹ amendment cycle.

6. Effective and comprehensive quality assurance and control processes must be demonstrated by the supplier in order to ensure best practice and guarantee the integrity of provided data. Appointed suppliers must therefore be ED76/DO-200A or

¹ Aeronautical Information Regulation And Control

equivalent and BSI 9001 2008 certified (or the current standards at the time of bidding). Any use of unofficial or un-assured data must be clearly labeled on any data and products provided to the Authority.

7. All data must be transmitted via a secure File Transfer Protocol (FTP) connection.

8. The contractor will provide:

- a. Terminal Charts and associated textual notes, as published in National Aeronautical Information Publication (AIP) procedures, for airfields with hard surface runways.
- b. As near complete as possible coverage of available worldwide Terminal Charts.
- c. UK COPTER and Oil Rig charts and procedures where produced.
- d. Periodic distribution of updated AI, with any necessary technical control documents² to No 1 AIDU, not more than 4 weekly, via electronic on-line transfer.
- e. Terminal Charts, delivered not less than 21 days prior to AIRAC, to allow the Authority to comply with ICAO and AIRAC publication timelines for its own documents and aggregate contractor supplied products with their own products. The Contractor will meet this obligation by providing continuous access to their website for updates to be downloaded with all charts delivered not less than 10 days prior to AIRAC.
- f. Specification and Legend documentation.
- g. Back-up distribution options in order to mitigate business continuity issues related to on-line failures.
- h. The ability to access charts directly from the supplier's own website via a link on the Authority's Military Flight Information Publication (MilFLIP) website and from other systems to facilitate internal distribution and printing, either internally or under third party MOD contract.
- i. Airfield and procedure titles which are positioned at the top and bottom of the chart. Limited to all UK aerodromes (115) and the number of aerodromes specifically stated in the Authorities ITT DEFFORM 47, Section A, A20 'Other Information' Priority Item 2 'Other Airfields as listed below'.
- j. Tactical Air Navigation System (TACAN) channel numbers wherever procedure Distance Measuring Equipment (DME) frequencies are shown. Limited to all UK aerodromes (115) and the number of aerodromes specifically stated in the Authorities ITT DEFFORM 47, Section A, A20 'Other Information' Priority Item 2 'Other Airfields as listed below'.

² Likely to be xml or tab delimited text file format with such information as country, airport name, chart name, ICAO, filename, effective date at minimum in order to load onto MILFLIP/Databases and for our validation of information supplied

9. The contractor will meet the following output format requirements:
 - a. Terminal Charts will be provided that are capable, without the need for further processing by the Authority, of being aggregated within existing AIDU produced documents containing military airfield Terminal Charts.
 - b. Supplied electronic files are to be delivered ready for printing without the need for further processing by the Authority.
 - c. Terminal Charts must be supplied in at least one of the following data formats in preferred order:
 - i. Geo-referenced PDF.
 - ii. PDF.
 - iii. JPEG / TIFF.
10. A comprehensive customer service facility must be provided, with an ability to:
 - a. Facilitate fault and issue reporting.
 - b. Provide timely feedback on corrective action taken.
 - c. Report on causal factors.
 - d. Facilitate regular meetings with representatives of the Authority to discuss on-going issues and promote through life service improvement.

DESIRABLE REQUIREMENTS

11. The following attributes are considered desirable:
 - a. Print ready files to be supplied in Pantone Red 201/Green 339/Blue 2935 and Pantone Black.
 - b. Terminal Charts that have the least variation from the specification described in the current edition of the, 'No 1 AIDU Terminal Charts Specification and Legend' booklet.
 - c. An ability to provide dynamic Notice to Airman (NOTAM) information associated with supplied Terminal Charts itemising any associated pricing variations.
 - d. An ability to produce, supply and maintain additional Terminal Charts for UK Military airfields of interest, using data supplied by the Authority from the UK Military Aeronautical Information Publication (UK Mil AIP).
 - e. An ability to acquire or produce Terminal Charts for airfields available through a national AIP but not held in their current catalogue.
 - f. An ability to acquire or produce Terminal Charts for airfields where data is not currently published in the relevant national AIP.

- g. An ability to provide electronic Terminal Chart data for ingestion into:
 - i. Electronic Flight Bags (EFB).
 - ii. Multi-Functional Displays (MFD).
 - iii. Flight Management Systems (FMS - ARINC / DAFIF Formats) for use with published Performance Based Navigation (PBN / RNAV / RNP) Procedures.
- h. Robust chart amendment and amendment bulletin processes, citing the average times that amendments take within their overall process, and have:
 - i. An ability to provide updates more frequently.
 - ii. An ability to provide AI only as changes to current AIRAC charts and data.

ISSUED PROPERTY

- 12. To assist tenderers, the Authority will issue the following:
 - a. The current edition of No 1 AIDU Specification and Legend.
 - b. Samples of current No 1 AIDU Terminal Charts.

List of Annexes:

- A. Scope of Terminal Charts.

ANNEX A TO SCHEDULE 12
PROVISION OF TERMINAL
CHARTS STATEMENT
OF REQUIREMENT

SCOPE OF TERMINAL CHARTS

The term 'Terminal Chart' has been used throughout this document to describe the gamut of charts used by aircrew to plan approaches and departures to airfields. They include, but are not limited to, the charts contained in the following list:

No1 AIDU Specification and Legend Document 2016 (Edition 2, page 7 para 8)

| TYPE OF CHART | IDENTIFIER/INDEXER |
|--|---------------------------|
| Aerodrome Briefing & Advisory Notices, Temporary charts. | A |
| Special Procedures. | B |
| Noise Abatement. | C |
| Aerodrome. | D |
| Taxi. | E |
| Ramp. | F |
| SID: Outbound Routes; Departure Terrain. | G |
| STAR: Inbound Routes; Arrival Terrain. | H |
| Terminal: Radar Vectoring Area, Radar Procedures, Terrain Clearance. | K |
| RNAV/GPS. | L |
| ILS, ILS (BB), LOC, LOC (BB). | M |
| VOR/DME, VOR, VORTAC. | N |
| NDB. | P |
| VDF. | Q |
| TACAN. | R |
| Indirect; Circling. | S |
| Helicopter Terminal Routes. | T |
| Visual. | V |