

**Contract**

**712928455 1SL Power Conference 2025-2027**

**Contract Start Date: 1 January 2025**

**Contract Expiry Date: 31 August 2025**

**with optional extensions up to 31 August 2027**

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| **Between the Secretary of State for Defence of the United****Kingdom of Great Britain and****Northern Ireland****(“The Authority”)** | **And****GEOSTRATEGY LIMITED****(“The Contractor”)** |
| Team Name and Address:Navy CommercialLeach Building HMS ExcellentWhale IslandPortsmouthPO2 8BY | Contractor Address:14 Old Queen Street, London,England,SW1H 9HP |

Issued: **5th December 2024**

Version: Contract Commencement

# SC1B (Edn 10/24)

**1 Definitions - In the Contract:**

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**Assets Subject to Special Controls (ASSC)** means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

**ASSC Indicator** means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

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

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c; **Contractor** means the person, firm or company specified as such in 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;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**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;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Mixture** means a mixture or solution composed of two or more substances;

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**PPT** means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022; **Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

**Quality Assurance Requirements** means those requirements specified in Schedule 3 – Contract Data Sheet; and

**Unique Item Identifier (UII)** means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

# 2 General

1. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
2. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
3. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
4. the terms and conditions;
5. the schedules; and
6. the documents expressly referred to in the agreement.
7. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
8. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
9. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
10. 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 16 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 Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

# 3 Application of Conditions

1. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
2. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

# 5 Transparency

1. Notwithstanding any other condition of this Contract, including DEFCON 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
2. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
3. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
4. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the

Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

1. before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including the Sensitive Information.
2. taking into account the Sensitive Information set out in Schedule 4, consult with the Contractorwhere the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
3. present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

# 6 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 the Contract;
4. marked with the number of the Contract; and
5. delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail. b. Notices shall be deemed to have been received:
	1. if delivered by hand, on the day of delivery if it is the recipient’s Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
	2. if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
	3. if sent by facsimile or electronic means:
		1. 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
		2. 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.

# 7 Intellectual Property

1. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
2. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim**.** c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

# Notification of Intellectual Property Rights (IPR) Restrictions

1. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
	1. DEFCON 15 - including notification of any self-standing background Intellectual Property;
	2. DEFCON 90 - including copyright material supplied under Clause 5;
	3. DEFCON 91 - limitations of Deliverable Software under Clause 3b;
2. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
3. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

# 8 Supply of Contractor Deliverables and Quality Assurance

1. This Contract comes into effect on the Effective Date of Contract.
2. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
3. The Contractor shall ensure that the Contractor Deliverables:
	1. correspond with the specification;
	2. are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and
	3. comply with any applicable Quality Assurance Requirements specified in the Contract.
4. Import licences, export licences and any associated restrictions under the Contract shall be managed in accordance with DEFCON 528 (SC1).

# 9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

1. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
2. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority’s representatives in the manner and format prescribed in the Contract:
	1. confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous

Substances, Mixtures or Articles; and

* 1. for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
	2. where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
	3. for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH

Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

1. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:
	1. if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
	2. if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
2. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
3. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
	1. activity; and
	2. the substance and form (including any isotope).
4. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
5. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Clause 18.
6. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

# 10 Delivery / Collection

1. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
2. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
3. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

# 11 Marking of Contractor Deliverables

1. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the Contract.
2. Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.
3. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
4. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
5. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

**12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or**

# Explosives)

1. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
2. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. 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 the Contract.:
	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).
3. 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.

# 13 Plastic Packaging Tax

1. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
2. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
3. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
4. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
5. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
6. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
	1. confirmation of the tax status of any Plastic Packaging Component;
	2. documents to confirm that PPT has been properly accounted for;
	3. product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
	4. copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
7. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.
8. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
9. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

# 14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor’s representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

# 15 Payment

1. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
2. Where the Contractor submits an invoice to the Authority in accordance with Clause 15a, the Authority will consider and verify that invoice in a timely fashion.
3. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
4. Where the Authority fails to comply with Clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 15c after a reasonable time has passed.
5. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under this Contract.
6. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

# 16 Dispute Resolution

1. 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.
2. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and 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.
3. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the

arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

# 17 Termination for 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:

1. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (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;
	2. commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
	3. has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
2. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
	1. act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
	2. give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
		1. requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a

Subcontractor or anyone acting on its or their behalf;

* + 1. requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
1. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

# 18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor’s material breach of the Contract.

# 19 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

# 20 Limitation of Contractor’s Liability

1. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
2. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
	1. for:
		1. any liquidated damages (to the extent expressly provided for under this Contract);
		2. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor’s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
		3. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
		4. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
	2. under Clause 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
	3. for death or personal injury caused by the Contractor’s negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
	4. For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
	5. in relation to the termination of this Contract on the basis of abandonment by the Contractor;
	6. for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
	7. for any other liability which cannot be limited or excluded under general (including statute and common) law.
3. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**21 The Project Specific DEFCONs and SC Variants that apply to this Contract are:**

DEFCON 5J (Edn 11/16) - Unique Identifiers

DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form

DEFCON 503 SC1 (Edn 06/22) – Formal Amendments to Contract

DEFCON 528 SC1 (Edn 10/24) - Import and Export Licenses

DEFCON 531 SC1 (Edn 09/21) - Disclosure of Information

DEFCON 532A SC1 (Edn 05/22) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority) DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment

DEFCON 538 (Edn 06/02) - Severability

DEFCON 540 SC1 (Edn 05/23) – Conflicts of Interest

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

DEFCON 609 SC1 (Edn 08/18) - Contractor's Records

DEFCON 620 SC1 (Edn 06/22) – Contract Change Control Procedure

DEFCON 627 SC1 (Edn 11/21) - Requirement for a Certificate of Conformity

DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m

DEFCON 658 SC1 (Edn 10/22) - Cyber

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

The full text of Defence Conditions (DEFCONs) are available electronically via the Knowledge in Defence (KiD) website.

1. **The special conditions that apply to this Contract are:**

22.1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

1. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or
2. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
3. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
4. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
	1. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
	2. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.
	3. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

## 22.5 Security

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

If Contractor personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter. If Contractor personnel are working with any sensitive information they may be required to sign a Non-Disclosure Agreement and/or a Conflicts of Interest statement.

## 22.6 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.

## 22.7 Options

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

Option 1: 1SL Conference 2026 at the firm price stated, in accordance with the delivery schedule at Schedule of Requirements line 2, provided that the Authority exercises such an option by no later than 31st August 2025.

Option 2: 1SL Conference 2027 at the firm price stated, in accordance with the delivery schedule at Schedule of Requirements line 3, provided that the Authority exercises such an option by no later than 31st August 2026.

The Authority may exercise any of the options above for any quantities and/or durations up to those stated in the Schedule of Requirements and the per item option prices shall apply (or apply pro-rata where the full duration is not invoked).

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

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

The Authority shall not be obliged to exercise the options. The option prices detailed are firm prices.

**23 The processes that apply to this Contract are:**

# Contractor Representative

Name: Redacted under FOIA Section 40, Personal Information

Email: Redacted under FOIA Section 40, Personal Information

The Contractor shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly.

# Key Subcontractors

The Contractor has advised that the following key sub-contractors will be used in delivery of this contract:

|  |  |  |
| --- | --- | --- |
| Name | Work Undertaken | Approximate Value |
| Not Applicable |  |  |

The Contractor shall notify the Authority before engaging any further Sub-Contractors.

If the Contractor is using a Sub-Contractor in order to meet any deliverables and they cease working with that Sub-Contractor, for any reason, the Contractor will still be responsible for meeting those deliverables.

# Payment

In relation to previous clauses regarding payment, Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar and an invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.

The Contractor shall confirm the amount they consider to be due for payment, for any month or period, within 31 calendar days of the end of that month or period and shall submit invoices through CP&F/Exostar no later than 7 calendar days after that payment amount has been confirmed, unless otherwise agreed. All final amounts due under the contract must be confirmed by the Contractor within 31 calendar days of the end date of the contract, unless otherwise agreed.

The Contractor shall provide a full breakdown of any amounts invoiced, to show how the invoices have been calculated in accordance with the agreed prices, should the Authority request this at any time.

# Impediments

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

# Tender Proposal

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender.

# Performance Management

A date for delivery of goods or completion of each service will be stated in the contract or agreed between the Authority and the

Contractor. Where this is not met by the Contractor, goods are not delivered or services are not completed, until after any stated or agreed date (unless the Authority accepts that circumstances were outside of the control of the Contractor), the Authority reserves the right to deduct 1% of the payment due for those goods or services for each week or portion of a week that passes before goods are delivered the services are completed.

Where the Contractor is required to provide information, reports or attend meetings in order to support delivery and management of the contract but does not meet those requirements by any required dates (unless the Authority accepts that circumstances were outside of the control of the Contractor), the Authority reserves the right to deduct 5% of the next payment that becomes due for each week or portion of a week that passes before the Contractor meets those requirements.

If, at any time, any of the goods or services provided under the Contract do not meet the required delivery timescales, standards or quality, then the Authority will not be obligated to buy any more goods or services unless it is satisfied that the required timescale, standard or quality will be met. Where these are not met on multiple occasions the Authority shall be entitled to terminate the contract as Material Breach.

Where the Contractor is unable to provide the required goods/services within the timescales required, the Authority shall be entitled to procure those goods/services from other providers, including the cancellation of any orders that have been made with no costs incurred by the Authority.

If the Authority is able to procure goods/services, which are similar to those listed in this contract, at significantly lower prices than those listed in this contract then the Authority shall be entitled to ask the Contractor to provide a reduced price and/or shall be entitled to procure those goods/services from other providers.

If, in order to deliver the goods/services, the Contractor sources anything through their supply chain subcontractors they shall not charge any additional mark up or profit, on those costs they have paid, when calculating prices to be charged to the Authority.

# Social Value

The Contractor has stated they will deliver the following Social Value Commitments through the duration of the Contract:

|  |  |
| --- | --- |
| Contractor Commitments: | Numeric Value |
| Commitments for MACs | 3.1 |

The Authority shall be able to request that the Contractor provide evidence that they are meeting these commitments. The Contractor shall provide evidence of this within 10 working days. If the Contractor is unable to provide sufficient evidence or is not meeting their commitments, the Authority reserves the right to deduct 5% of the next payment that becomes due for each week or portion of a week that passes before the Contractor can evidence that those commitments are being met.

# Schedule 1 – Additional Definitions of Contract

Further definitions may be detailed in the Statement of Requirements.

**Contractor** may also be referred to as Supplier or Vendor.

**The Authority** may also be referred to as Buyer, Ministry of Defence (MOD) or Royal Navy (RN).

# Schedule 2 - Schedule of Requirements

|  |  |  |
| --- | --- | --- |
|  | **Deliverables in accordance with Statement of Requirements** |  |
| **Item Number** | **Description** | **Delivery Date** | **Unit of Measurement** | **Quantit y** | **Individual Price****(£)****Ex VAT** | **Price Type** | **VOP Review Date** | **Total Price****(£)****Ex VAT** |
| 1SLConferenc e 2025 | Contract Year: December2024-August 31 2025Conference Date: May 2025 | Per Event | 1 | 1 | Redacted under FOIA Section 43, Commercial interests | Firm | Not Applicable | Redacted under FOIA Section 43, Commercial interests |
| 1SLConferenc e 2026(Option Y1) | Contract Year: September 1st2025 – August 31st 2026Conference Date: May 2026 | Per Event | 1 | 1 | Redacted under FOIA Section 43, Commercial interests | Firm | Not Applicable | Redacted under FOIA Section 43, Commercial interests |
| 1SLConferenc e 2027(Option Y2) | Contract Year: September 1st2026 – August 31st 2027Conference Date: May 2027 | Per Event | 1 | 1 | Redacted under FOIA Section 43, Commercial interests | Firm | Not Applicable | Redacted under FOIA Section 43, Commercial interests |
| After each event the Contractor shall provide the Authority with a summary breakdown of their income and expenditure incurred in running the event. This shall include the amount and percentage of profit the Supplier has earned in relation to delivering the Services (this profit must be in line with Authority approved profit rates).Where the Authority agrees that the expenditure has exceed the income and the Contractor has a deficit in costs, the Authority shall make payment to the Contractor to cover the deficit up to the maximum value stated above (the supplier shall be responsible for any deficit amount above the maximum value stated above).Where the income still exceeds the expenditure after any reasonable supplier profit has been deducted and there is an excess balance, the Authority shall not make any payment to the Contractor. If the Authority has invoked an option period for the event for the following year, the Contractor shall carry over the excess balance to set against costs for that following year.If the Contract shall expire after the event in which an excess balance arises, the Contractor shall pay the Authority 50% of the excess balance and the Contractor may retain 50% of the excess balance**.** | **Total Contract Value****Or****Maximum Limit of Liability for****Contract** | Redacted under FOIA Section 43, Commercial interests |
| **Item Number** | **Consignee Address (XY code only)** |
| 1-3 | HM Naval Base Portsmouth |

|  |  |
| --- | --- |
| **Item Number** | **Payment Schedule** |
| 1-3 | Payments to be made following successful completion of each service |

Exact delivery dates will be dependent on date of signing contract and will be confirmed on contract award.

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

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

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

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

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

# Schedule 3 - Contract Data Sheet

|  |  |
| --- | --- |
| **Contract Period** | Effective date of Contract: 1st January 2025The Contract expiry date shall be: 31 August 2025 |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mailYes ☒No ☐Notices served under the Contract shall be sent to the following address:Authority: Commercial OfficerContractor: Contract Manager |
| **Clause 8 – Supply of Contractor Deliverables and****Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)Yes ☐ No ☒If yes: (delete as appropriate)A Deliverable Quality Plan is required in accordance with DEFCON 602A(SC1) ☐OrA Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC1) ☐If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within 10 Business Days of Contract Award.Other Quality Requirements: |

|  |  |
| --- | --- |
| **Clause 9 – Supply of Data for Hazardous****Substance,****Mixtures and****Articles in****Contractor****Deliverables** | A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor’s statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to: The Authority’s Representative (Commercial) by the following date: With tender submissionSo that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.1. Hard copies to be sent to:

Hazardous Stores Information System (HSIS)Spruce 2C, #1260MOD Abbey Wood (South) Bristol, BS34 8JH1. Emails to be sent to:

DESEngSfty-QSEPSEP-HSISMulti@mod.gov.ukSDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team. |
| **Clause 10 –****Delivery/Collectio n** | Contract Deliverables are to be:Delivered by the Contractor ☒ Special Instructions:Collected by the Authority ☐Special Instructions (including consignor address if different from Contractor’s registered address) |
| **Clause 12 – Packaging and****Labelling of****Contractor****Deliverables** | Additional packaging requirements:N/A |
| **Clause 13 –****Progress Meetings** | The Contractor shall be required to attend the following meetings:To be arranged if and when required unless already detailed in Statement of Requirements. |

|  |  |
| --- | --- |
| **Clause 13 –****Progress Reports** | The Contractor is required to submit the following Reports:To be arranged if and when required unless already detailed in Statement of Requirements. |

|  |
| --- |
| **DEFFORM 111** OFFICIAL-SENSITIVE COMMERCIAL **(Edn 10/22)****Appendix - Addresses and Other Information** |
|  | **1. Commercial Officer:**Name: Redacted under FOIA Section 40, Personal InformationAddress: Redacted under FOIA Section 40, Personal InformationEmail: Redacted under FOIA Section 40, Personal Information |  | **8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS

Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD* 1. (0) 161 233 5397
1. For all other enquiries contact DES Fin FA-AMET Policy, Level 4

Piccadilly Gate, Store Street, Manchester, M1 2WD* 1. (0) 161 233 5394
 |  |
|  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader**(from whom technical information is available):Name: Redacted under FOIA Section 40, Personal InformationAddress: Redacted under FOIA Section 40, Personal InformationEmail: Redacted under FOIA Section 40, Personal InformationPhone: Redacted under FOIA Section 40, Personal Information |  | **9. Consignment Instructions:**The items are to be consigned as follows:As detailed in Schedule of Requirements |  |
|  |
|  | **3. Packaging Design Authority:**Organisation and point of contact:(where no address is shown please contact the Project Team in Box 2) |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:1. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight CentreIMPORTS 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 89461. **JSCS**

JSCS Helpdesk 01869 256052 (option 2, then option 3); JSCS Fax No01869 256837Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance |  |
|  |
|  | **4. (a) Supply/Support Management Branch or Order Manager Branch/Name:**As per box 2**(b) U.I.N.** |  |
|  |
|  | **5. Drawings/Specifications are available from:** |  | **11.The Invoice Paying Authority:**Ministry of Defence 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** |  |
|  |
|  |  |  |
|  | **6. Intentionally Left Blank** |  | [https://www.gov.uk/government/organisations/ministry-of-defence/about/procure ment#invoice-processing](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing) |  |
|  |
|  | **7. Quality Assurance Representative:**Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.AQAPS and DEF STANs are available from UK Defence Standardization, foraccess to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed] |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity ManagementPO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) **Applications via fax or email:**Leidos-FormsPublications@teamleidos.mod.uk |  |
|  |
|  | **\* NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD

Internet Site:<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>1. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.
 |  |
|  |

# Schedule 4 - Contractor’s Sensitive Information (i.a.w. Clause 5)

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

|  |
| --- |
| Contract Number: |
| Description of Contractor’s Sensitive Information:None Stated |
| Cross Reference(s) to location of Sensitive Information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:Name: As per this contract and tender submissionPosition: As per this contract and tender submissionAddress: As per this contract and tender submissionTelephone Number: As per this contract and tender submissionEmail Address: As per this contract and tender submission |

**Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7)**

# Part A – Notification of IPR Restrictions

|  |  |  |  |
| --- | --- | --- | --- |
| 1. |  |  |  |
| **2.****ID #** | **3.****Unique Technical Data****Reference Number / Label** | **4.****Unique Article(s)\*****Identification Number /****Label** | **5.****Statement Describing IPR Restriction** | **6.****Ownership of the Intellectual****Property Rights** |
| 1 | Not Applicable |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |

Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

**Part B – System / Product Breakdown Structure (PBS)**

Insert PBS here or Modular Breakdown Structure or Not Applicable

# Schedule 6 - Statement of Requirements

Introduction

The requirements is for the provision of an annual 1SL Seapower Conference (SPC) for the Royal Navy (RN) for 2025 with options to extend for 2026 and 2027.

Background - The 1SL SPC is an annual event and a key opportunity for the RN to engage with politicians, media, leading academics, industry, foreign navies and policymakers about the geopolitical, technological, and strategic trends facing us. It is the RN’s flagship annual event. The British Army and RAF hold equivalent events annually.

Requirement & Deliverables

The Contractor will deliver:

* A conference to be held in Central London.
* A programme of at least 6 panel sessions, discussions, events, and interviews over a two day period.
* An in-person capacity for a least 200 attendees.
* An online offering for a minimum of 1000 additional virtual attendees.
* A supported in-person Future Maritime Leaders event that gathers early career strategists from academia, the armed forces, industry, and the civil service (at least 60 and up to 80 people).
* A VIP reception and dinner of up to 80 attendees (at no additional cost to the RN).
* Additional side-dinners to host other conference attendees (at no additional cost to the RN). - Adequate conference refreshments and catering for all people attending the events in-person (at no additional cost to the RN).
* A parliamentary breakfast shall be held during the SPC for up to 54 invited guests (at no additional cost to the RN).

The conference must be a world class event attracting high profile participation, eg Secretary of State for Defence, other Ministers, industry Chief Executives, global Chiefs of Navies.

In addition to the above the Contractor will provide:

* Outline programme. The contractor will reach an agreement and submit a draft programme to the Naval Staff (RN Strategic Studies Centre) at least 3 months ahead of each conference.
* Speakers’ identification and invitation. The contractor will propose a list of suitable speakers and moderators and once approves, will invite them to participate. It will prepare them ahead of their sessions and cover all the associated costs (accommodation and travel). Some key Defence, Governmental and RN senior leaders will be chosen as speakers by the RN.
* Marketing and Communications. The contractor will market the event through op-eds, video adverts, internet websites and social media in liaison with RN Comms. The contractor will provide a Communications Plan to the RN at least three months ahead of each conference.
* Invitations. Based on a list provided by the Naval Staff, the contractor will manage invitation and registration processes until the conference day. At least 150 in-person free invites must be reserved through the RN invitation list (remote invitation should be free to all RN personnel). - Reading pack. The contractor will provide the invitees with a food-for-thought essay as part of a digitised and printed delegate pack for the event, at least 2 weeks before each conference. - Estate. The contractor will provide or contract suitable venue and rooms to host the event (VIP dinner, conference room and a few other rooms to host VIPs, receptions, Future Maritime Leaders venue) in accordance with the prestige of the RN, including the associated audio/video, IT, Communications support, infrastructure and people.
* Master of ceremony. The contractor will deliver recorded conferences. A recording of the conference sessions will be provided on the internet within one week of the event’s conclusion. The conferences will be live streamed to the invitees, in a way enabling all remote and in-person attendees to interact during Question & Answers sessions.
* Post-conference readout and recording. The contractor will provide a conclusions paper no later than 40 days after the convening of each event.
* Security Considerations. The contractor will ensure the security of the event in liaison with Metropolitan Police and other police forces as required, plus with VIP security personnel if required. The content of the conference will not be classified.

The 1SL SPC should be held in May of each year unless otherwise agreed by the RN.

If required, the Contractor shall provide additional satellite events at different academic locations around the UK.

Governance

Coordination meetings with the RN quarterly throughout the year, reducing to weekly in the two months preceding each 1SL SPC, unless agreed otherwise by the RN.

Performance Management

Draft programmes to be provided a minimum of three months prior to each event. Conclusion reports / conference proceedings to be delivered no more than 40 days after each event. Government Furnished Assets

Nil.

Security

No specific clearances required.

The Contractor will ensure the security of the event in liaison with Metropolitan Police and other police forces as required, plus with VIP security personnel if required. The content of the conference will not be classified.

Personal Data

No personal data will be provided or exchanged by the MOD as part of the contract. The

Contractor will be responsible for handling personal data for invitees.

Quality & Standards

Adherance to the relevant Quality and Security Standards is required.

Health & Safety

Adherance to the relevant Health and Safety Standards is required.

Exit

Contract end date is to be 3 months after delivery of the final conference on completion of the post conference readout and recording.

IPR/Branding

If the Contractor intends to use any HM Government, MOD or Royal Navy logos, branding or IPR, they must obtain written approval in advance.

Approval of Sponsorship Packages

The Supplier acknowledges that The Authority have a legitimate interest in approving the sponsorship packages and the identity of potential Sponsors whom the Contractor wishes to approach in connection with the sponsorship programme for the Conference.

The Supplier will provide full details of the packages of sponsorship rights relating to the Conference for approval by The Authority prior to such packages being discussed or changed with potential Sponsors. The Contractor must allow sufficient time for approvals.

The Supplier shall not use any Sponsorship Package that has not been approved by The Authority in writing.

Authority decision in respect of any approval and any timescales required for approvals will be final.

Approval of Sponsors

The Supplier will provide details including. but not limited. to the full corporate name and address of potential Sponsors to The Authority for its approval as soon as the Supplier has identified such potential Sponsors. The Contractor must allow sufficient time for approvals.

When approving Sponsors, The Authority may consider the potential Sponsor’s reputation and financial standing and any other potential risks the Authority considers relevant.

The Authority will revert to the Supplier as soon as reasonably practicable following receipt of the details of a potential Sponsor with its decision to approve or reject a Sponsor. The Supplier shall not proceed with any Sponsor that has not been approved by The Authority in writing.

Authority decision in respect of any approval and any timescales required for approvals will be final.

Sponsorship Agreements

Once a Sponsor has been approved by The Authority in writing the Supplier may enter into a separate Sponsorship Agreement with that Sponsor. The Supplier shall provide The Authority with a template of this Sponsorship Agreement at the same time that it provides the sponsorship package for The Authority approval. The Authority shall review and subject to any amendments it requires being agreed, approve the template Sponsorship Agreement.

The Authority reserves the right to request sight of each Sponsorship Agreement before it is finalised and signed by the Supplier and the relevant Sponsor. Where the Supplier agrees amendments to the template Sponsorship Agreement with a potential Sponsor, it shall notify The Authority of such amendment before finalising and signing the Sponsorship Agreement with the Sponsor. The Authority shall give its approval or not of the amended Sponsorship Agreement and if it has concerns about the terms of the amended Sponsorship Agreement, the Supplier shall address those concerns with the Sponsor and shall not enter into the Sponsorship Agreement without the approval of The Authority.

The Authority reserve the right to remove Sponsors at any time during the contract, whereby the Authority deems a sponsor may pose a reputational or other risk to the Authority.

Sponsorship Funds

The Supplier may use the amounts received under Sponsorship Agreements that have been entered into to cover the Conference costs. The Supplier may not use the Sponsorship Funds for any other purpose.

Definitions

“ Conference” means the 1SL Sea Power Conference

“Sponsor” means a person who has been approved as a sponsor in accordance with the Contract. “Sponsorship Agreement” means an agreement between the Contractor and the Sponsor setting out the terms on which sponsorship of the Conference will be permitted.

This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of the Contractor:**

|  |  |
| --- | --- |
| Name and Title | Redacted under FOIA Section 40, Personal Information |
| Signature | Redacted under FOIA Section 40, Personal Information |
| Date | 05/12/2024 |

**For and on behalf of the Secretary of State for Defence:**

|  |  |
| --- | --- |
| Name and Title | Redacted under FOIA Section 40, Personal Information |
| Signature | Redacted under FOIA Section 40, Personal Information |
| Date | 09/12/2024 |