



Submarine
Delivery Agency



Submarine Escape and Survival Equipment (SESE)

708342450



OFFICIAL SENSITIVE COMMERCIAL

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Standardised Contracting Terms

SC2 (Edn 07/24)

General Conditions

1. General

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

2. Duration of Contract

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

3. Entire Agreement

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

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (2) Clause 40.b shall be amended to read:
 - "In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration.
 - Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);

- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

- a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
 - (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and
 - (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
- b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
 - (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its SubContractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
 - (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

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

7. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

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

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

9. Waiver

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

10. Assignment of Contract

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

11. Third Party Rights

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

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance 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 and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance 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.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clauses 12.e to 12.i. 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 Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
 - (2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where 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.

Publishable Performance Information

- e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.
- f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.
- g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.
- h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.
- i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

- a. Subject to clauses 13.d to 13.i and Condition 12 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to their employees and SubContractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any Subcontract.
- c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract; provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its

confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition. f. The Authority may disclose the Information:

- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective crossGovernment procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
- (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

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

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

14. Publicity and Communications with the Media

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

15. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority in writing at the address given in clause 15.c
 - (1) as soon as practicable of any intended, planned or actual change in control of the Contractor and/or their First-Tier Sub-Contractor; and
 - (2) Immediately on the Contractor being aware of any actual change of control of any Lower-Tier Sub-Contractor.
- b. The Contractor shall include in any such notification any concerns the Contractor may have with the change of control. Such concerns may include but are not limited to potential threats to national security and security of supply. The Contractor shall not be required to submit any

notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

- c. Each notice of change of control shall be taken to apply to all contracts with the Authority.

Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

- d. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award. 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 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.
- e. To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly. f. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 15.g. shall apply.
- g. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination, including, but not limited to, taking into account the Contractor's own assessment of the change of control.
- h. Where the Authority terminates the Contract in accordance with clause 15.g, subject to clause 15.i, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 15.i.
- i. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment:
- (1) is reasonable and properly chargeable;
 - (2) would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and (3) is fully supported by documentary evidence.
- j. In the event that the Contractor fails to demonstrate any of the conditions set out at 15.i.(1)-(3), the Authority may reject such request for payment.
- k. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.
- l. The Contractor shall include provisions equivalent to those set out in this Condition in all relevant sub-contracts.

16. Environmental Requirements

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

17. Contractor's Records

a. The Contractor and their SubContractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and their SubContractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
- (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

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

18. Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

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

19. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet)
- (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

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

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

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

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all SubContractors.
 - (4) Where the Contractor or any of their SubContractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and

- (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
- (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
 - (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:
 - (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.
 - (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
 DES LSOC SpSvcs--SptEng-Pkg1
 MOD Abbey Wood
 Bristol, BS34 8JH
 Tel. +44(0)30679-35353
DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk
 - (b) The MPAS Documentation is also available on the DStan website.
 - (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their SubContractor is the PDA they shall:
 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f. (b) Where the Contractor or their SubContractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
 - (2) Where the Contractor or their SubContractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their SubContractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
 - (4) Where the Contractor or their SubContractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor; ii. name and address of consignee (as stated in the Contract or order); iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

- (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.1.
- (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
- (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages; (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
- (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items. (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order); (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g.
 - 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and

- (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a Contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. 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.
- d. 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.
- e. In accordance with Condition 17 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.
- f. 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.

g. 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 23.f above is accurate.

h. 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.

i. 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.

24. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

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

b. The Contractor shall provide to the Authority:

(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 Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.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 clause 24.i below; 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.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. 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.

f. 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 in Schedule 6 of:

(1) activity; and

(2) the substance and form (including any isotope).

g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).

i. So 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, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260, MOD Abbey Wood (South) Bristol BS34 8JH

(2) Emails to be sent to: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.

k. 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 Substances,

Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

l. 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.

25. 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 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

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

(2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

(3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

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

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

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

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.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 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract). l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet

Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at <https://www.forestryengland.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).

26. 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, the CofC shall be in English unless stated otherwise in the Contract. 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 and the CofC will clearly detail the Articles (quantities, part numbers, batch numbers, NSNs etc) that are contained in a specific delivery.

b. Each CofC shall be clearly identified as a conformity document and should include the wording "Certificate of Conformity" (or similar) in the title of the document to allow for easy identification.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records). d. 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 and/or CP&F (Contracting, Purchasing and Finance) Purchase Order Number;

(4) Details of any approved concessions (clearly linked to the relevant item);

(5) Acquirer name and organisation;

(6) Delivery address;

(7) Contract Item Number from Schedule 2 (Schedule of Requirements);

(8) Line item numbers when there is more than one line item on the CofC;

(9) Description of Contractor Deliverable, including part number, specification and configuration status;

(10) NATO Stock Number (NSN) (where allocated);

(11) Identification marks, batch and serial numbers in accordance with the Specification;

(12) Quantities;

(13) A signed and dated statement by the Contractor's Authorised Personnel that the Contractor Deliverables comply with the requirements of the Contract and approved concessions. The signing of the CofC may be in the form of a signature or traceable

stamp. The Contractor's Authorised Personnel shall mean a competent person appointed and authorised by the Contractor to sign a CofC.

(14) Exceptions or additions to the above are to be documented.

e. 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 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their Subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such SubContractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;

(2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

(4) be responsible for all costs of Delivery; and

(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and

(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. 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 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

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

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:

- (1) notify the Contractor in writing of its suspicion and reasons therefore;
- (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
- (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
- (4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
- (5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.

d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor of the rejection.

e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

- (1) retain any Counterfeit Materiel; and/or
- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment; and such retention shall not constitute acceptance under Condition 29 (Acceptance).

f. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:

- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-

Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
- (2) to pass it to a relevant investigatory or regulatory authority;
- (3) to retain, conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or
- (4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;

and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance). h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.

i. The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.

j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:

- (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
- (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractor's reasonable costs of complying with clause 30.c.

31. Diversion Orders

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

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

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

Licences and Intellectual Property

33. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The

Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: His Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
- (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

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

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

- (1) the Contractor shall, or procure that the Contractor's SubContractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
- (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor Subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each Subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor

Deliverables are subject to clause 33.k.(1) or 33.k.(2), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 33.l or 33.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of material from a SubContractor or any of their other suppliers restrictions are notified to the Contractor by that SubContractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 10 working days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the Contractor within 10 working days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent

DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any materiel to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate; the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any SubContractor, shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
 - (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - (4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
 - (5) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., 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 10 (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.

s. 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 10.

t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 36.b 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 36.c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax and other Taxes

a. The Contract Price excludes any UK output Value Added Tax (VAT) chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for tax purposes. In that event, it is the Contractor's responsibility to ensure the Contract Price captures this tax.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar non-UK input taxes). However, these input taxes will be allowed where they were included in the Contract Price and it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the

Late Payment of Commercial Debts (Interest) Act 1998 (“the Act”). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
 - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (3) the Authority receiving notification under both clauses 38.b and 38.c.(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
- (1) is made aware of the Authority’s continuing rights under clauses 38.a.(1) and 38.a.(2); and
 - (2) notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).
- d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor’s obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract, they shall cause a term to be included in such Subcontract:
- (1) providing that where the SubContractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the SubContractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.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.

41. Termination for Insolvency or Corrupt Gifts Insolvency:

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

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or

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

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

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

Corrupt Gifts:

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

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

c. If the Contractor, their employees, agents or any SubContractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- d. In exercising its rights or remedies under this Condition, the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a Subcontract where the prohibited act is that of a SubContractor or anyone acting on their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a SubContractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- e. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any Subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any Subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the Subcontract under the terms of clauses 42.a to 42.e except that:
- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);
 - (2) the notice period for termination shall be as specified in the Subcontract, or if no period is specified twenty (20) Business Days; and
 - (3) the Contractor's right to terminate the Subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. 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.

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

DEFCON 117 (SC2)

DEFCON 117 (SC2) (Edn. 07/21) - Supply Of Documentation For NATO Codification Purposes

DEFCON 532A

DEFCON 532A (Edn. 05/22) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 524A

DEFCON 524A (Edn. 12/22) – Counterfeit Materiel

DEFCON 565

DEFCON 565 (Edn 07/23) - Supply Chain Resilience and Risk Awareness

DEFCON 601 (SC)

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

DEFCON 602A

DEFCON 602A (Edn 04/23) - Quality Assurance (with Deliverable Quality Plan)

DEFCON 605

DEFCON 605 (Edn 11/17) - Financial Reports

DEFCON 611 (SC2)

DEFCON 611 (Edn 12/22) – Issued Property

DEFCON 624

DEFCON 624 (Edn. 08/22) - Use Of Asbestos

DEFCON 627

DEFCON 627 (Edn 04/24) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637

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

DEFCON 647

DEFCON 647 (Edn 03/24) - Financial Management Information

DEFCON 658

DEFCON 658 (Edn. 10/22) – Cyber

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

DEFCON 660

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

DEFCON 694

DEFCON 694 (Edn. 07/21) - Accounting For Property Of The Authority

DEFCON 707

DEFCON 707 (Edn 10/23) - Rights in Technical Data

Special conditions that apply to this Contract

46. Limitations on Liability

Definitions

46.1 In this Condition [46] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

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

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

(1) UK GDPR;

(2) DPA 2018; and

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

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

‘DPA 2018’ means the Data Protection Act 2018;

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

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [cross refer to service credit regime in the contract];

“Term” means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of 6 years /on 31st March 2031] or on earlier termination of this Contract.

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

Unlimited liabilities

46.2 Neither Party limits its liability for:

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

46.2.2 fraud or fraudulent misrepresentation by it or its employees;

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

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

46.3 The financial caps on liability set out in Clauses 46.4 and 46.5 below shall not apply to the following:

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

46.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 34 (Third Party IP – Rights and Restrictions);

46.3.1.2 the Contractor's indemnity in relation to TUPE at Schedule 14;

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

46.3.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

46.3.2.2 the Authority's indemnity in relation to TUPE under Schedule 14;

46.3.3 breach by the Contractor of DEFCON 532A and Data Protection Legislation; and

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

46.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 46.4 and/or 46.5 below.

Financial limits

46.4 Subject to Clauses 46.2 and 46.1.3 and to the maximum extent permitted by Law:

46.4.1 The Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

46.4.1.1 in respect of DEFCON 76 **[Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption]** in aggregate;

46.4.1.2 in respect of Condition 43b **[Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption]** in aggregate;

46.4.1.3 in respect of DEFCON 611 **[Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption]** in aggregate; and

46.4.1.4 in respect of condition 28d **[Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption]** in aggregate;

46.4.2 without limiting Clause 46.4.1 and subject always to Clauses 46.2, 46.3 and 46.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with clause 53, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be **[Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption]** in aggregate.

46.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 46.4.1 and 46.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 46.4.1 and 46.4.2 of this Contract.

46.5 Subject to Clauses 46.2, 46.3 and 46.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

46.6 Clause 46.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

46.7 Subject to Clauses 46.2, 46.3 and 46.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

46.7.1 indirect loss or damage;

- 46.7.2 special loss or damage;
- 46.7.3 consequential loss or damage;
- 46.7.4 loss of profits (whether direct or indirect);
- 46.7.5 loss of turnover (whether direct or indirect);
- 46.7.6 loss of business opportunities (whether direct or indirect); or
- 46.7.7 damage to goodwill (whether direct or indirect),

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

46.8 The provisions of Clause 46.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

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

46.8.1.1 to any third party;

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

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

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

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

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

46.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);

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

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

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

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

Invalidity

46.9 If any limitation or provision contained or expressly referred to in this Condition [46] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [46].

Third party claims or losses

46.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

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

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

No double recovery

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

47 Russian and Belarusian Exclusion Condition for Inclusion in Contracts

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

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

b. 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:

(1) 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

(2) 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.

47.2. 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.

47.3. 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.

47.4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

48. Warranty

General

48.1. This Warranty shall apply in full to each of the Deliverables supplied and/or repaired under the Contract, and the period of Warranty shall commence from the point at which the Deliverable is accepted by the Authority as more fully set out in clause 48.2 below.

48.2. The Warranty shall guarantee each Deliverable against failure under the terms stated below, and the Warranty period shall be:

- (a) 120 months from date of acceptance by the Authority for Operational Submarine Escape and Survival Equipment (SESE), and
- (b) 24 months from date of acceptance by the Authority for Training SESE.

48.3. The Warranty shall cover full parts and labour coverage for design, workmanship, and material failure to any part of the Deliverable supplied as original equipment.

48.4. The Contractor undertakes that the Deliverable supplied against the Contract including all components supplied thereon by the Contractor as original equipment will be free from defect from the designs and specification outlined in the Statement of Requirements (Schedule 11), and free from defect in materials and workmanship under normal use and service.

48.5. The Warranty period for all repaired Training SESE shall be 12 months for new parts and the original warranty to remain for all other aspects of the Deliverable.

Exclusions

48.6. The Warranty shall not apply in respect of damage caused by;

- (a) Any use or maintenance of the Deliverable by the Authority not in accordance with the instructions described in the Technical Manuals provided by the Contractor in accordance with the SOR.
- (b) Any use or maintenance of the Deliverable performed by non-authorized personnel.

- (c) Failure to store in accordance with the storage instructions set out in the SOR.
- (d) War and peacekeeping operations resulting in battle damage
- (e) Misuse or neglect
- (f) Any damage caused to Operational SESE used in a submarine escape.
- (g) Natural disasters.
- (h) Alteration, modifications, or attachments made by a party not under the Contractor's control.

- 48.7. The Contractor shall not be liable under this Warranty to carry out:
- (a) Normal maintenance services, adjustments, and the replacement of of Training SESE Deliverables in accordance with Activity 4 of the SOR (Schedule 11) Equipment Upkeep Management.
 - (b) Repairs to remedy fair wear and tear to any component;

Applicable Countries

48.8. The Warranty applies worldwide.

Transport and Assessment Costs

48.9. The Contractor shall be liable for all transport costs where a Deliverable is found to be defective within the UK mainland and overseas.

48.10. If the Deliverable was proven to not be defective, the Authority shall be liable for all reasonable transport costs subject to the provision of satisfactory evidence.

48.11. The Contractor shall be liable for all non-transport costs associated with the assessment of Deliverables claimed as defective under the Warranty. This Clause 48.11 does not apply where a Deliverable is proven be fully functional.

Warranty Repair Process

48.12. The Authority shall notify the Contractor of any claims for defective Deliverables under the Warranty with a defect notice, detailing the date the defect was found, the part number and known details regarding the defect.

48.13. Any defect identified by the Authority shall be communicated to the Contractor at the earliest opportunity and within any event 5 calendar days after date of recorded failure. During operational deployment, reasonable endeavours will be made by the Authority to communicate warranty information within 90 calendar days of the recorded failure. A failure to notify the Contractor within 90 calendar days during operational deployment shall not invalidate the Warranty.

48.14. Following receipt of the Authority's defect notice, , the Contractor shall confirm receipt and arrange for collection/delivery of the Deliverable.

48.15. Upon receipt of the Deliverable, the Contractor shall perform a defect assessment within 10 working days, or a timeline as approved by the Authority in its absolute discretion, to understand the cause of the defect and plan how to restore the Deliverable to full functionality and serviceability.

48.16. Subject to the results of the defect assessment, the Contractor shall respond as follows:

- (a) In the event that the defect is due to defects in materials and workmanship under normal use and service, the Contractor shall be liable for all costs to restore the Deliverable to full functionality and serviceability;

- (b) If the defect is due to any of the matters referred to in Clause 48.6 above or the Deliverable is non-defective, the Authority shall be liable for all reasonable costs for transport, assessment, and subsequent repair. The Contractor shall not undertake any further work without commitment from the Authority. The Contractor shall be required to provide satisfactory evidence in support of any claim for costs.

48.17. After the Contractor has undertaken the defect assessment, if any Deliverables are found to be defective the Contractor shall conduct a Root Cause Analysis to determine the fault.

48.18. The dismantling and/or refining of parts to return the Deliverable to a serviceable condition shall be carried out by the Contractor at no charge to the Authority. This is to include any necessary cleaning, degassing, testing, and certification required by the repair.

48.19. The Contractor shall include details upon all Warranty claims within the monthly Performance and Financial Report (P&FR) in accordance with Activity one within the SoR to be discussed at the quarterly Project Review. This shall detail:

- (a) All outstanding claims with predicted completion dates or reasons for dispute.
- (b) All resolved claims with original predicted completion date and the actual completion date.

Warranty Liabilities

48.20. Liability under this Warranty is limited at the discretion of the Contractor to the transport and replacement or repair free of charge of such parts that are judged to be defective under the terms of this Warranty, provided such defects are repaired by the Contractor in accordance with, and to the standards provided for under this Contract.

48.21. Any liabilities incurred under this Clause in respect of DEFCON 611 and DEFCON 612 shall be subject to the terms of the Limitations of Liability provisions at Clause 46.

General Provisions

48.22. In the event of any dispute under this Clause 48, the matter shall be resolved between the Contractor and the Authority at the working level in the first instance. The Contractor shall inform the Authority of such disputes in writing within 24 hours of the dispute being identified. Should any dispute be unable to be resolved at the working level, the dispute shall be dealt with in accordance with DEFCON 530 (Dispute Resolution).

48.23. This Warranty shall be governed by and construed in accordance with the laws of England.

48.24. This Warranty shall be entirely without prejudice to the Authority's rights and remedies under the Contract or otherwise including (without limitation) rights and remedies relating to terms and conditions implied by law.

49. Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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.

50. Variation of Price

50.1. This Condition 50 shall be read in conjunction with the Pricing and Payment Conditions at Conditions 35 to 39 inclusive.

50.2 The prices stated in the Schedule of Requirements for year 4, year 5 and year 6 are FIXED at April 2025 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b(O_i/O_0)) - P$$

Where:

V represents the variation of price

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

O represents the index **GBBV: PPI INDEX OUTPUT DOMESTIC - C_XC10TC12_XC19 Core manufactured products**

O₀ represents the average OUTPUT Price Index figure for the base period December 2025 to November 2026 (as above)

O_i represents the average OUTPUT Price Index figure for the period December 2028 to November 2029 (Year 4), December 2029 to November 2030 (Year 5) or December 2030 to March 2031 (Year 6)

a represents the Non Variable Element (NVE) at 0.1

b represents the Variable Element at 0.9

a+b=1

50.3. The Index referred to in Clause 50.2 above shall be taken from the following Tables:

OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries'.

50.4. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.

50.5. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the

final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.

50.6. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 50.5 above) shall then be applied.

50.7. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

50.8. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.

50.9. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

50.10. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 50" have been met.

The processes that apply to this Contract are

51. Exit Management

51.1. In this condition, the following term shall have the following meanings:

"Exit Plan" means the Exit Plan to be agreed between the Parties in accordance with clause 51, the format of which is set out in this clause 51.3.

51.2. The Contractor shall provide to the Authority its Exit Plan within 3 months from the Contract Start Date. The Exit Plan shall set out how the Contractor plans to manage the exit of the Contractor from the delivery of the Services on expiry or termination of this Contract (as more particularly described in paragraph 51.3 below).

51.3. The Exit Plan shall set out the responsibilities of the Contractor (as agreed between the Parties and as are appropriate for either the cancellation of the Project or a transfer of the Services to the Authority or a New provider) which may include but not be limited to:

51.3.1. Detailed Exit Programme with timescales, to include but not be limited to:

- a. Timescales for provision of all the records
- b. Timescales for completion of all the tasks detailed in the Activity Matrix

51.3.2. how the Deliverables will transfer to the new provider and/or the Authority (if applicable);

51.3.3. proposals for providing the Authority or a new provider copies of all records relating to the use and operation of the Deliverables and required for their continued use;

51.3.4. novating or assigning, without prejudice to the provisions of Intellectual Property Rights provisions, contracts, leases, licences, and other agreements by agreement which the Authority wishes to have novated or assigned to it;

51.3.5. The Contractor will participate in all relevant consultation and negotiation meetings relating to TUPE of relevant Contractor's Staff to the Authority or the new provider

51.3.6. Up to date financial model showing full reconciliation of payments to date, as well as any outstanding payments and invoices due up to the end of the contract.

51.3.7. returning GFX, Information and other Authority property in accordance with the dates set out in the Exit Plan;

51.3.8. taking all reasonable steps to co-operate with the Authority any new provider to prevent any avoidable costs incurred by the Contractor or any new provider as a result of the Contractor's acts or omissions in respect of the Exit Plan.

51.3.9. Details of all Sub-Contractors which were employed by the Contractor for the provision of the services, including:

- a. Name of sub-Contractor
- b. Contact details of sub-Contractor (including address, email, telephone and contact names)
- c. Types of services provided to the Contractor
- d. Duration of the sub-contract

51.3.10. ITAR information (if applicable)

51.4. The Exit information shall be accurate and complete in all material respects and the level of detail to be provided by the Contractor shall be such as would be reasonably necessary to enable a third party to:

- a. prepare an informed offer for those Services; and
- b. not be disadvantaged in any subsequent procurement process compared to the Contractor (if the Contractor is invited to participate)

51.5. The Exit Plan shall be reviewed, maintained and updated by the Contractor throughout the Term as necessary, and in any event no less frequently than at annual intervals.

51.6. At least six (6) months prior to Contract expiry, or if the Contractor receives a notice of termination, within ten (10) Business Days of receiving such notice, the Contractor shall provide to the Authority a final draft Exit Plan to enable the Contractor to comply with its obligations under the Contract.

51.7. The Authority shall review such final draft Exit Plan and shall notify the Contractor of any required revisions. Revisions shall be discussed with the Authority and incorporated by the Contractor into the final Exit Plan within ten (10) Business Days of receipt of such required revisions. If the Parties cannot agree on any such revision to the Exit Plan, the matter shall be escalated in accordance with DEFCON 530.

51.8. Without prejudice to Clause 51.9, if the Authority wishes to re-compete the Articles and/or Services being provided under this Contract or any part thereof, then the Contractor shall do all necessary acts (including entering into any Contracts) to ensure that any successor Contractor obtains all of the Contractor's rights, title, and interest (if any) in and to the assets or any part thereof with effect on and from either the Contract expiry date, the termination date, or such other date as the Authority may specify.

51.9. If the Authority so requires, the Contractor shall continue to provide the Articles and/or Services to the Authority in accordance with this Contract until such time as a successor Contractor or the Authority, as the case may be, takes over the provision of the articles and/or services, or such other date as the Authority may specify.

51.10. The Contractor shall:

- a. upon request provide the latest version of the Exit Plan to the Authority or such other person as the Authority may specify,
- b. at any time which is less than one year prior to the expiry date or otherwise upon three months' notice from the Authority prepare and keep complete and up to date:
 - i. any information in the Contractor's possession or under his control which the Authority requires to produce at the time of a re-competition; and
 - ii. copies of all relevant documentation, in hard and electronic copy, relevant to the services for the purposes of re-competition;
- c. whenever reasonably requested by the Authority, supply all such information referred to in this Condition to the Authority both in hard and electronic copy within 15 Business Days of being requested to do so by the Authority. By entering into this Contract, the Contractor acknowledges and agrees that all such information will be transferred to potential participants in any re-competition and undertakes not to take any steps to prevent or hinder such transfer;
- d. upon expiry or early termination, assign, transfer or novate in favour of the Authority or a successor Contractor any necessary agreements as required by the

Authority,

e. co-operate in any arrangements notified to him by the Authority, including but not limited to site visits by representatives of companies tendering for a replacement contract, condition surveys, and performance checks on all facilities used for the purposes of this Contract or to be used in relation to a replacement contract.

f. comply with all Legislation and Good Industry Practice relating to staff employed in connection with this Contract whether by the Contractor or someone else, and subject to obtaining appropriate consents in particular in accordance with the Data Protection Act 1998, fully and accurately disclose to the Authority all information relating to staff and other relevant employees as may be reasonably requested by the Authority. The Contractor warrants that information supplied pursuant to this Clause 31.8(f) shall be complete and accurate in all respects and agrees to indemnify and keep indemnified the Authority in respect of any claims, costs, demands and liabilities arising out of any breach of this warranty; and

g. as requested by the Authority and in strict compliance with instructions from the Authority, liaise with any bidders involved in a re-competition.

51.11. The Contractor warrants and represents to the Authority that all such information is in all materials respects true, accurate, complete and not misleading.

51.12. Without prejudice to the provisions of Clause 51.10 above, on the expiry of termination of this Contract for any reason, both before and after any such expiry or termination, the Contractor shall have the following duties:

a. to, acting reasonably, carry out any reasonable instructions of the Authority required to give effect to and comply with this Condition;

b. to provide any information to the Authority in relation to Intellectual Property for the purposes of exercising its rights under DEFCON 707 or any other applicable Intellectual Property Rights provisions of Contract;

c. to comply with the Exit Plan agreed by the Authority in accordance with this Condition; and

d. to provide the Authority with documents and records as required.

51.13. The Authority shall confirm its receipt of any assets returned or transferred by the Contractor to the Authority in writing.

52. Task Authorisation Form (TAF) Process

52.1. The Authority may initiate Tasks to undertake additional packages of work such as equipment upkeep management. Such Tasks will be initiated by means of a Task Authorisation Form (TAF) which can be found at Schedule 18.

52.2. The TAF process shall consist of three parts as follows:

- (a) **TASK APPROVAL FORM PART A** – Part A of the TAF is to be completed and signed by the Authority, providing detail of the requested Task's requirements and outputs/deliverables. For the avoidance of doubt, there is no obligation on the Contractor to agree to carry out the requested Tasks.
- (b) **TASK APPROVAL FORM PART B** - Should the Contractor wish to proceed it shall provide the Authority with an initial draft response (Part B of the TAF) to enable necessary further discussions on the requirement to be held between both Parties. No formal offer from the Contractor will be provided to the Authority until the 'Authorisation and Price Agreement' box has been signed on Part B. This formal offer will include a full cost breakdown, utilising the agreed Labour Rates (Schedule 16). The Contractor shall endeavour to respond to any TAFs within twenty (20) working days or such other time as may be reasonably agreed by the Parties.
- (c) **TASK APPROVAL FORM PART C** - Approval to proceed with the work shall be confirmed by completion and signing of Part C of the TAF by the Authority and returning Part C of the TAF to the Contractor. The Authority reserves the right to not proceed with any TAF. The date of commencement of the work shall be upon receipt of the signed Part C by the Contractor. All approved Tasks will be detailed on Schedule 19 (Task Register).

52.3. The Terms and Conditions of Contract shall be applicable to all Tasks.

52.4. Each Tasking Form will be identified by a unique Tasking Number. Tasking numbers will run consecutively and will state the Contract reference, which together with the Tasking number should be quoted on all correspondence, reports, claims for payment etc.

52.5. Each Part B completed by the Contractor will carry a minimum validity period of thirty (30) Business Days

52.6. The Contractor shall not be obliged and shall not commence work under a task prior to having received formal PART C approval of the TAF by the Authority's Commercial Representative.

52.7. Acceptance or Rejection of the TAF Deliverables will be in accordance with Schedule 8.

52.8. The Authority shall not, in any way, be responsible for any work or costs incurred by the Contractor prior to agreement of a Firm Price and authorisation of the Tasking Form by the Authority (completion of Part C of the Tasking Form).

53. Key Performance Indicators (KPIs)

53.1. The Contractor's performance of the Contract shall be monitored and measured against the KPIs detailed at Schedule 9 (Key Performance Indicators) of this Contract.

53.2. The Contractor shall monitor its performance and provide a KPI Report using the crib sheet at Annex A to Schedule 9 (KPI Report), which the Contractor shall send to the Authority's Project Manager and Commercial Officer via email within ten (10) working days

following the end of the applicable KPI Measurement Period. The KPI Report shall include:

- (a) supporting evidence to demonstrate that the Contractor has achieved the level of performance stated in the KPI Report;
- (b) the KPI Amounts which the Authority is entitled to retain or deduct (as applicable) in accordance with paragraph 53.4; and
- (c) the amount of permanent KPI Deductions which have been made including a running total of the aggregate permanent KPI Deductions made during the Contract Term.

53.3. Within 10 working days of receipt of the KPI Report in accordance with paragraph 53.2, the Authority shall confirm its agreement or otherwise with the contents of the KPI Report. In the event that the Authority does not agree with any of the contents of the KPI Report, including the Contractor's calculation of the KPI Amounts which the Authority is entitled to retain or deduct in accordance with paragraph 53.4, the Parties shall discuss and agree contents of the KPI Report at the next Quarterly Progress Review.

Authority's Right to Retain or Deduct KPI Amounts

53.4. Where the Contractor achieves in any KPI Measurement Period:

- (a) the "Amber" threshold, the Authority shall be entitled to retain, and permanently deduct if performance does not improve, the KPI amount applicable to the relevant KPI as detailed in Schedule 9; or
- (b) the "Red" threshold, the Authority shall be entitled to retain, and permanently deduct if performance does not improve, the KPI amount applicable to the relevant KPI as detailed in Schedule 9.

53.5. Where Clause 53.4(b) applies, the Contractor shall, deliver a Rectification Plan to the Authority, setting out details of the Contractor's proposed actions to rectify its failure to achieve the "Green" threshold for the relevant KPI within 20 Business Days after the date on which the Authority requests the Rectification Plan in accordance with Clause 53.5.

53.6. If the Contractor achieves the "Amber" or "Red" threshold for any KPI in the final quarter of the Term, the Authority shall permanently deduct the KPI amount applicable when making the final Contract payment.

Release of KPI Retentions

53.7. Where the Contractor achieves the "Amber" threshold for a KPI in any quarter of the Term, any KPI Amount retained in accordance with paragraph 53.4 in respect of the KPI Measurement Period shall become payable to the Contractor if:

- (a) The Contractor achieves the "Green" threshold in respect of the relevant KPI in the following two quarters.

53.8. Where the Contractor achieves the "Red" threshold for any KPI in any quarter of the Term, any KPI Amount retained in accordance with paragraph 53.4 in respect of the KPI Measurement Period shall become payable to the Contractor if:

- (b) The Contractor achieves the "Green" threshold in respect of the relevant KPI in the

following quarter.

53.9. Where the Contractor does not achieve the “Green” threshold for any KPI in the following quarter after achieving an “Amber” or “Red” threshold in the preceding quarter, the KPI Amount retained shall be permanently deducted and unable to be recovered.

53.10 For the purposes of this Condition, continuous poor performance shall be more than four “Red” thresholds continuously reported for a KPI, and shall constitute a material breach of Contract, and the Authority reserves the right to Terminate in accordance with Condition 53.

Other Provisions Applicable to KPIs

53.11. Where the Contractor can demonstrate that the any KPI that has been reported as “Red” or “Amber” was caused by events outside of its reasonable control, such as a Force Majeure event, then this shall be evidenced within the to the Commercial Officer via email and shall be discussed and agreed or rejected within twenty (20) working days. If this is agreed, then no retention or deduction shall be made against a KPI. This will require agreement by all Parties and the final decision will be at the absolute discretion of the Authority.

53.12. The Parties agree that the Authority shall not be entitled to retain or permanently deduct any KPI amounts in accordance with Condition 53 in respect of the first KPI Quarter following the commencement date of the Contract. This is to allow an embedding in period where KPIs will not be enforced, however, the Contractor shall still submit the KPI Report.

53.13. The Authority’s entitlement to retain or permanently deduct any KPI amounts shall commence from the fourth month which shall be the start of quarter two of the Term.

Rectification Plan Process

53.14. Where the Authority requires the Contractor to provide a Rectification Plan pursuant to clause 53 the following process (the “**Rectification Plan Process**”) shall be followed:

- (a) The Authority shall, without limiting its other rights, issue the Contractor a request for a Rectification Plan in the form of Annex A to this Schedule 13.
- (b) The Contractor shall submit a Rectification plan to the Authority within twenty (20) Business Days after the date on which the Authority requests the Rectification Plan
- (c) Upon receipt of the Rectification Plan the Authority has to right to either:
 - i. reject the Rectification Plan or revised Rectification Plan, giving reasons;
 - ii. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Contractor must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- (d) Where the Rectification Plan or revised Rectification Plan is rejected, the Authority:
 - i. must give reasonable grounds for its decision
 - ii. may request that the Contractor provides a revised Rectification Plan within 5 Working Days.

(e) If the Parties are unable to agree the contents of the Rectification Plan within thirty (30) Business Days of its submission, then such Dispute shall be resolved in accordance with Clause 39 (Dispute Resolution) of the General Conditions.

Offer and Acceptance

Offer and Acceptance

Contract 708342450 for the Supply of Submarine Escape and Survival Equipment (SESE)

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

For and on behalf of the Contractor:

Name and Title	Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information
Signature	Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information
Date	10/12/2025

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

Name and Title	Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information
Signature	Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information
Date	26/11/2025

Schedule 1 – Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 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;
Articles	means (except in relation to Schedule 10) 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.
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ol style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;

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 condition 6 (Formal Amendments to the Contract);
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 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;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government

timber procurement policy;

Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
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 (D of Q)	means the quantity or measure by which an item of material is 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 upon which both Parties have signed the Contract;
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;
First-Tier Sub-Contractor	means a Sub-Contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
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;
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;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is

accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
Lower-Tier Sub-Contractor	means any Sub-Contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A

Organisation	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;
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 Contractor Deliverables 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;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
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 Schedule 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;
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, as

described in Def Stan 81-041 (Part 1);

Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
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: 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;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is 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;
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, and shall include any document or item which, individually or collectively is referred to in Schedule 2

(Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG4329

means the publication NATO Standard Bar Code Symbologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

SubContractor

means any subContractor engaged by the Contractor or by any other subContractor of the Contractor at any level of Subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

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;

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, 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 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

Exit Management Plan (EMP)	means the document which details the process to ensure the continued delivery of Services at the end of a contract or when transferring to a new Supplier
Force Majeure Event	means one of the following: <ul style="list-style-type: none">a. acts of nature;b. war;c. hostilities;d. fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
KPI Amount(s)	means, in respect of each KPI, the percentages applicable for retention and permanent deduction if performance does not improve as per Schedule 9
KPI Measurement Period	means the period for the measurement of KPIs which shall be quarterly
KPI Report	means the report to be provided by the Contractor in accordance with clause 53.2
Operational Submarine Escape and Survival Equipment (SESE)	means a whole-body suit forming a one-size fits all Submarine Escape Survival Suit (SESS) offering thermal protection and a single-person life raft contained in a protective valise (method of containment for all components during storage) as articulated in Schedule 11 (Statement of Requirements) activity two excluding 2.2.
Permanent KPI Deduction(s)	means any retentions in accordance with clause 53.4 which the Authority becomes entitled to permanently deduct in accordance with clause 53.9
Quarterly Progress Review	means the meeting which takes place quarterly and details the Contractor's progress against the Contract
Rates	means the labour rates applicable for TAFs as per Schedule 16
Rectification Plan	means the document to be provided in accordance with Annex B of Schedule 9

Rectification Plan Process	means the process detailed at clause 53.14
Root Cause Analysis	means the problem-solving methodology that identifies the underlying cause of a problem, incident, defect or issue
TAF Register	means the document at Schedule 19 which tracks each Task Authorisation Form raised and approved by the Authority, and the Contractor's fulfilment of each Task
Task Authorisation Form (TAF)	means the form at Schedule 18 which the Authority may raise upon the Contractor to obtain a quote for services
Training Submarine Escape and Survival Equipment (SESE)	means a whole-body suit forming a one-size fits all Submarine Escape Survival Suit (SESS) offering thermal protection and a single-person life raft contained in a protective valise (method of containment for all components during storage) as articulated in Schedule 11 (Statement of Requirements) activity two excluding 2.5.
Variation of Price	means the pricing arrangement where agreed prices are linked to indexes to manage inflationary pressures in accordance with clause 50
Warranty	means the obligation on the Contractor to replace or repair Deliverables within the period of time stipulated in 48.2 in accordance with clause 48

Schedule 2 – Schedule of Requirements

Contractor Deliverables					
Item No.	Description	Delivery Date	Total Quantity	Price (£) Ex VAT	
				Per Item	Total
1	Delivery of Service Management in accordance with Schedule 11 Activity 1	See Schedule 12 (Statement of Requirement)	See Schedule 12 (Statement of Requirement)	N/A	<p>Years 1 to 3: Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption</p> <p>Years 4 to 6: Subject to VOP (Clause 50)</p>
2	Delivery of Operational Submarine Escape and Survival Equipment (SESE) in accordance with Schedule 11 Activity 2 and 3	See Schedule 13 (Delivery Schedule)	3884 Operational SESE	<p>Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption</p> <p>Please note Years 4 to 6 are Subject to VOP (Clause 50)</p>	<p>Years 1 to 6: Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption</p> <p>Please note Years 4 to 6 are Subject to VOP (Clause 50)</p>
3	Delivery of Training Submarine Escape and Survival Equipment	See Schedule 13 (Delivery Schedule)	120 Training SESE	Redactions applied under Freedom Of Information Act (FOIA) Section 43,	Redactions applied under Freedom Of Information Act (FOIA) Section 43,

	(SESE) in accordance with Schedule 11 Activity 2 and 3			Commercial Interests Exemption	Commercial Interests Exemption
4	Equipment Upkeep Management of Training Submarine Escape and Survival Equipment (SESE) in accordance with Schedule 11 Activity 4	See Schedule 19 (TAF Register)	See Schedule 19 (TAF Register)	See Schedule 19 (TAF Register)	See Schedule 19 (TAF Register)
Total:					Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 31 st March 2031
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: Solicitors Appointed: N/A
Condition 7 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information Project Manager: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information Contractor: RFD Beaufort Limited, Aviator Industrial Park, Eric Fountain Road, Ellesmere Port, CH65 1AX Notices can be sent by electronic mail? Yes
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: Progress Meetings Details: As per Schedule 11 (Statement of Requirements)
Condition 19.b – Progress Reports: The Contractor is required to submit the following Reports: Progress Reports: As per Schedule 11 (Statement of Requirements) Reports shall be Delivered to the following address: Commercial and/or Project Manager: (as per Annex A to Schedule 03 (DEFFORM 111))

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? Yes

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)

If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality and Commercial) within 12 weeks of Contract Award.

Other Quality Requirements:

ISO 9001:2015 – Quality Management

ISO 55000 - Asset Management

ISO 15027-2:2012 Section 6 - Immersion Suits

ISO 61340-5-1:2007 - Basic Specification for Protection of Electrostatic Sensitive Devices

AQAP 2110 Edition D Version 1 – NATO Quality Assurance Requirements for Design, Development and Production

AQAP 2105 Edition C Version 1 – NATO Requirements for Deliverable Quality Plans.

DEFSTAN 05-061 Part 9, Issue 6 (02/22) – Independent Inspection Requirements for Safety Critical Items

DEFSTAN 05-061 Part 1, Issue 7 (11/21) – Quality Assurance Procedural Requirements – Concessions

DEFSTAN 05-135 Issue 2 (07/19) - Avoidance of Counterfeit materiel

DEFSTAN 05-138 Issue 4 (05/24) -

DEFSTAN 05-057 - Cyber Security Standard for Suppliers

DEFSTAN 00-051 – Environmental Management Requirements

DEFSTAN 05-099 Pt: 1 Issue 1 - Managing Government Furnished Equipment in Industry

DEFSTAN 05-099 Pt: 2 Issue 1 - Managing Government Furnished Equipment in Industry

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

See Schedule 11 (Statement of Requirements)

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

a) The Authority's Representative (Commercial)

b) Defence Safety Authority – DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)

to be Delivered by the following date: no later than one (1) month prior to the Delivery Date for the first Contract Deliverable

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: Item 2, Item 3 and Item 4 of Schedule 2 (Schedule of Requirements)

If required, does the Contractor Deliverables require traceability throughout the supply chain? Yes

Applicable to Line Items: Item 2, Item 3 and Item 4 of Schedule 2 (Schedule of Requirements)

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

Applicable to Line Items: Item 1, Item 2, Item 3 and Item 4 of Schedule 2 (Schedule of Requirements)

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: N/A

Special Delivery Instructions: N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)): N/A

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable: N/A

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items: Year 4, Year 5 and Year 6 of Item 1, Item 2, Item 3 and Item 4 will be subject to a FIXED price in accordance with Clause 50.

Termination

Condition 42 – Termination for Convenience:
--

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information (<i>forms and publications addresses and official use information</i>)

See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 03 - DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

Address: Ash 1c, #3114 MOD Abbey Wood, Bristol, BS34 8JH

Email: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information ☎☎ N/A

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

Name: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

Address Ash 1c, #3114 MOD Abbey Wood, Bristol, BS34 8JH

Email: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information ☎☎ N/A

3. Packaging Design Authority Organisation & 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:

☎☎ Platform Equipment Delivery Team (PEDT)

(b) U.I.N. Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

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

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

9. **Consignment Instructions** The items are to be consigned as follows:

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

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

8JH

Air Freight Centre

IMPORTS ☎☎030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

((0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arcott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Schedule 4 – Contract Change Control Procedure (i.a.w. Clause 6b)

Contract No: 708342450

Authority Changes

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

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
- e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

(2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or

ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

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

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with

Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

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

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

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

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

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

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

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

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- a. evaluate the Contractor Change Proposal; and
- b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
- b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.

13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

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

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

Contract No: 708342450

Contract No: 708342450
Description of Contractor's Sensitive Information: Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Cross Reference(s) to location of Sensitive Information: Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Explanation of Sensitivity: Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Details of potential harm resulting from disclosure: Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Period of Confidence (if applicable): Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Contact Details for Transparency / Freedom of Information matters: Name: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information Position: Head of Data Privacy Address: Survitec Group, The Aspect, Fourth Floor, 12 Finsbury Square, London, EC2A 1AS Telephone Number: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information Email Address: Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

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

Contract No: 708342450

Contract Title: PEDT/0040 Supply of Submarine Escape Survival Equipment

Contractor: RFD Beaufort Limited

Date of Contract: 10/12/2025

~~* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables 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: 3 (26 pages)) attached in accordance with Condition 24.

Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

Contractor's Signature: **Redactions Applied under Freedom Of Information Act (FOIA) Section 40, Personal Information**

Name: **Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information**

Job Title: Head of Commercial and Pricing

Date: 23rd Sep 2025

* delete as appropriate

.....

To be completed by the Authority:

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Annex A – Contract Safety Data Sheet

Please see the attached Annex A to Schedule 6 containing the Contract Safety Data Sheets:
20251126 - Contract 708342450 PEDT0040 SESE Annex A to Schedule 6 - Contract Safety
Data Sheet - OSC

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

Contract No: 708342450

The following information is provided in respect of condition 25 (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
Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

FSC certification can be provided upon request

Schedule 8 – Acceptance Procedure (i.a.w. condition 29)

Contract No: 708342450

Service Management Deliverables and Equipment Upkeep Deliverables

1. Where the Contractor considers it has completed a Deliverable in accordance with the Contract and any applicable acceptance criteria, it shall submit the Deliverable for review.
2. Acceptance of all deliverables or milestones (Schedule 13 – Table 1) shall be submitted to the Commercial Officer and Project Manager as per the DEFFORM 111.
3. Within thirty (30) Working Days of delivery of a Deliverable, the Authority shall review the Deliverable and either:
 - (a) confirm in writing that the Deliverable meets the acceptance criteria, in which case it shall be accepted; or
 - (b) identify to the Contractor in writing any non-conformities in the Deliverable, in which case it shall be rejected.
4. If the Authority has notified the Contractor that a Deliverable is rejected, the Contractor shall within ten (10) Working Days (or such other period as may be agreed by the Authority) of having been notified by the Authority that a Deliverable is rejected, rectify and resubmit the deliverable for acceptance or rejection in accordance with paragraph 3 of Schedule 8.
5. The Contractor is not permitted to submit an invoice for a deliverable/milestone until acceptance has been provided, via email, by the Commercial Officer.

Integrated Test Evaluation and Acceptance Plan

6. The Contractor shall deliver SESE samples in accordance with the Integrated Test Evaluation and Acceptance Plan (ITEAP) detailed in Schedule 21 for initial validation of SESE deliverables. The Acceptance procedure for the ITEAP is detailed in Schedule 21.

Operational and Training Submarine Escape and Immersion Equipment

7. All SESE deliverables shall be confirmed as Quality Assured by the Contractor and all relevant documentation must be provided to the Authority for inspection for each delivery.
8. Each batch will also be subject to a visual inspection on receipt. Authority visual and Quality inspections shall both be completed prior to acceptance.
9. Within thirty (30) Working Days of delivery of a Deliverable, the Authority shall review the Deliverable and either:
 - (a) confirm in writing that the Deliverable meets the Acceptance Criteria, in which case it shall be accepted; or
 - (b) identify to the Contractor in writing any non-conformities in the Deliverable, in which

case it shall be rejected.

10. Acceptance of Contract Deliverables by the Authority shall be in the form of formal written acknowledgment that SESE has been delivered and associated quality assurance documentation has met the required standard.

11. The Contractor is not permitted to submit an invoice for a deliverable/milestone until acceptance has been provided, via email, by the Commercial Officer.

12. If the Authority has notified the Contractor that a Deliverable is rejected in accordance with Paragraph 8(b) of Schedule 8, the Contractor shall within five (5) Working Days (or such other period as may be agreed by the Authority) of having been notified by the Authority that a Deliverable is rejected, submit to the Authority a proposed rework plan using the pro forma set out at Annex A (Re-Work Plan) to this Schedule 8 for agreement by the Authority, setting out a credible and effective plan for correcting the non-conformities which have been identified within timescales which are acceptable to the Authority. Once the rework plan has been agreed by the Authority, the Contractor shall promptly (and in any event within the timescales set out in the agreed rework plan) correct the non-conformities and resubmit the Deliverable for acceptance or rejection in accordance with Paragraph 8.

Validation of SESE Deliverables

13. The Authority reserves the right to conduct routine testing of the SESE, at the Authority's expense. This may include, but is not limited to:

- (a) bi-annual testing at the Authority's independent testing facility of three (3) SESE, taken from the Authority's storage facility prior to issuing to a platform.
- (b) five years after being issued to a platform, up to three (3) SESE will be removed and sent to the Authority's independent testing facility for a full suite of tests.

14. This independent testing is to determine that the required quality standards have been met in accordance with Schedule 11 and for the Authority to assure that the Operational SESE remain safe to operate for the entirety of their serviceable life.

15. Any SESE considered to have failed the independent functional tests in 12(a) above will be considered non-compliant with the terms of the SOR at Schedule 11 and returned to the manufacturer for a full Root Cause Analysis.

16. If any SESE are considered to have failed the independent functional tests in 12(a) above, the Contractor shall provide a replacement SESE with the next scheduled delivery at the Contractor's expense. If necessary, a Re-Work Plan shall be required and/or batch recall may be initiated.

17. Within thirty (30) Working Days of delivery of a Strip and Survey Report, the Authority shall review the Deliverable and either:

- (a) confirm in writing that the Deliverable meets the Acceptance Criteria, in which case it shall be accepted; or
- (b) identify to the Contractor in writing any non-conformities in the Deliverable, in which case it shall be rejected.

18. If the Authority has notified the Contractor that a Deliverable is rejected in accordance, the Contractor shall within ten (10) Working Days (or such other period as may be agreed by the Authority) of having been notified by the Authority that a Deliverable is rejected, the Contractor shall rectify and resubmit the deliverable for acceptance or rejection

in accordance with Clause 3.

19. The Contractor is not permitted to submit an invoice for a deliverable/milestone until acceptance has been provided, via email, by the Commercial Officer.

Annex A – Re-Work Plan

SESE Deliverable Re-Work Plan	
Reference	
Details of the Deliverable (s)	
Date Raised	
Date to be Re-Work Plan Due	
Version	
Intended plan for correcting the non-conformities	
Expected Timescale for delivery	

Schedule 9 – KPI Publishable Performance Information

Contract No: 708342450

KPI	Title	Description	Measurements	Target	%
1*	On time Deliverables	The Contractor shall deliver SESE in accordance with the Delivery Schedule (Schedule 13) which are capable of acceptance by the Authority	Percentage of SESE delivered and accepted within the quarter – On-time in Full (OTIF)	Green: > 95% Amber: 95% - 90% Red: < 90%	30% of SOR Item 2 per Quarter
2*	Reporting Timeliness	The Contractor shall deliver all required reports in accordance with agreed timescales. The reports required include: <ul style="list-style-type: none"> • Progress reports – every 4 weeks. • Quarterly progress reports • Financial Management Information • Safety Environmental Case Report • Cost and Schedule Status Report – every 4 weeks 	Timeliness of submission of reports against agreed timescales within the quarter.	Green: <1 report delivered later than 5 working days of the agreed timelines. Amber: 1 – 2 reports delivered later than 5 working days of the agreed timelines Red: > 3 reports delivered later than 5 working days of the agreed timeline	30% of SOR Item 1 per Quarter
3	Strip & Survey of Training SESE	The Contractor shall complete Strip and Surveys of the Training SESE within 20 working days or within a timeline otherwise agreed with the Authority following approval by the Authority in accordance with Schedule 8 (Acceptance Procedure).	A measure of on time delivery of strip and survey reports against the target parameters within the quarter	Green: All Strip and Survey reports < 20 working days of receipt. Amber: One of more Strip and Survey report submitted 20 – 30 working days of receipt. <u>Red:</u> One of more Strip and Survey report submitted > 30 working days of receipt.	10% of SOR Item 1 per Quarter

4	Repair for Training SESE	The Contractor shall complete Repair of the Training SESE within 20 working days or within a timeline otherwise agreed with the Authority following approval by the Authority in accordance with Schedule 8 (Acceptance Procedure).	A measure of the % of the total number of repair deliveries in a quarter that are completed within the contracted lead times of 20 working days from acceptance of order to proof of collection by the authority	<p>Green: All Strip and Survey reports < 20 working days of receipt on within the timeline agreed with the Authority.</p> <p>Amber: One of more Strip and Survey report submitted 20 – 30 working days of receipt or 1 to 10 days later than the timeline agreed with the Authority.</p> <p>Red: One of more Strip and Survey report submitted > 30 working days of receipt.</p>	10% of SOR Item 1 per Quarter
5*	Social Value	Social Value Key Performance Indicators (KPIs) will be used within this contract.			10% of SOR Item 1 per Quarter

*Publishable fields. Please note, of the Rating Thresholds, only the 'Good' threshold is published. Please see the [y](#) for guidance on completing the KPI Data Report.

Annex A – KPI Report

KPI	Title	Description	Total number of KPI outputs required in the Quarter	Number of KPI outputs delivered in accordance with the KPI	Green	Amber	Red
1*	On time Deliverables	The Contractor shall deliver SESE in accordance with the Delivery Schedule (Schedule 13) which are capable of acceptance by the Authority			Green: > 95%	Amber: 95% - 90%	Red: < 90%
2*	Reporting Timeliness	The Contractor shall deliver all required reports in accordance with agreed timescales. The reports required include: <ul style="list-style-type: none"> • Progress reports – every 4 weeks. • Quarterly progress reports • Financial Management Information • Safety Environmental Case Report • Cost and Schedule Status Report – every 4 weeks 			Green: <1 report delivered later than 5 working days of the agreed timelines.	Amber: 1 – 2 reports delivered later than 5 working days of the agreed timelines	Red: > 3 reports delivered later than 5 working days of the agreed timeline
3	Strip & Survey of Training SESE	The Contractor shall complete Strip and Surveys of the Training SESE within 20 working days or within a timeline otherwise agreed with the Authority following approval by the Authority in accordance with			Green: All Strip and Survey reports < 20 working days of receipt.	Amber: One of more Strip and Survey report submitted 20 – 30 working days of receipt.	Red: One of more Strip and Survey report submitted <u>> 30 working</u>

		Schedule 8 (Acceptance Procedure).					days of receipt.
4	Repair for Training SESE	The Contract shall complete Repair of the Training SESE within 20 working days or within a timeline otherwise agreed with the Authority following approval by the Authority in accordance with Schedule 8 (Acceptance Procedure).			Green: All Strip and Survey reports < 20 working days of receipt on within the timeline agreed with the Authority.	Amber: One of more Strip and Survey report submitted 20 – 30 working days of receipt or 1 to 10 days later than the timeline agreed with the Authority.	Red: One of more Strip and Survey report submitted > 30 working days of receipt
5*	Social Value	Social Value Key Performance Indicators (KPIs) will be used within this contract.					

Report ID	Retention in Reported KPI Measurement Period ?	Amount Retained for Current KPI Measurement Period iaw clause 53	Aggregate Total Retentions in Current Year	Deduction in Reported KPI Measurement Period	Amount Deducted for Current KPI Measurement Period iaw clause 53	Aggregate Total Deductions in Current Year	Retentions released in KPI Measurement Period iaw Clause 53	Date of Release of KPI Retention to the Contractor
E.g. KPI Measurement Period MM/YY	E.g. KPI 1 = Y/N	£	£	E.g. KPI 1 = Y/N	£	£	£	DD/MM/YY

Annex B – Rectification Plan

Request for Rectification Plan			
Details of the KPI Failure:			
Deadline for receiving the Rectification Plan:			
Signed by Authority :		Date:	
Contractor Rectification Plan			
Cause of the KPI Failure:			
Anticipated impact assessment:			
Actual effect of KPI Failure:			
Steps to be taken to rectification:	Steps	Timescale	
	1.		
	2.		
	3.		
	4.		
	5.		
Timescale for complete Rectification of KPI Failure	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.		
	2.		
	3.		
	4.		
	5.		
Signed by the Contractor:		Date:	

Review of Rectification Plan - Authority			
Outcome of review			
Reasons for rejection (if applicable)			
Signed by the Authority		Date:	

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions

PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>		708342450		
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
2	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
3	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
4	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

5	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
6	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
7	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
8	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
9				
10				

Please continue on additional sheets where necessary.

* 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)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure. **Operational**

Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

Completion Notes

Part A

1. If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

2.

3. For example, any of the following must be disclosed:

4.

a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;

b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;

c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;

d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor’s document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.

Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). <u>Any entry without a unique identifier shall be treated as a nil entry.</u>
	NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-Contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

5. Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty’s Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

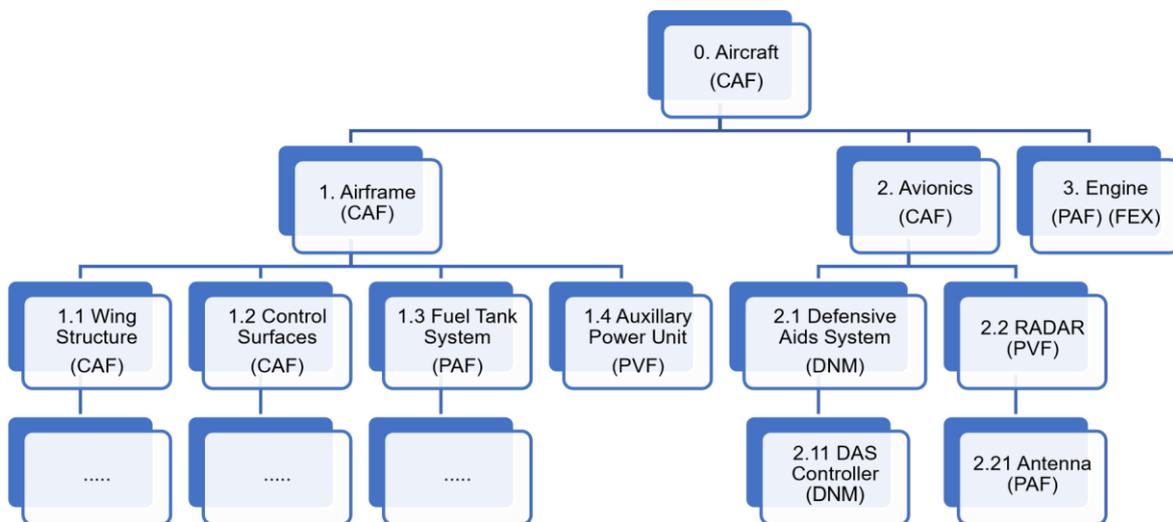
- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority’s Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.
- 6.

Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

7.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine. iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed "Design Not Mature" (DNM).

It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract

Schedule 11 – Statement of Requirements**GLOSSARY**

Acronym	Meaning
ALARP	As Low as Reasonably Practicable
AMP	Asset Management Plan
AQAP	Allied Quality Assurance Procedure
ASEMS	Acquisition Safety & Environmental Management System
BER	Beyond Economical Repair
BPEO	Best Practicable Environmental Option
BR	Book of Reference
CBPA	Child Blanket Purchase Agreement
CDRL	Contract Data Requirements List
CofC	Certificate of Conformity
COSHH	Control of Substances Hazardous to Health
CP&F	Contract Purchasing and Finance
CTC	Counter Terrorism Check
DCI	Decompression Illness
DEFCON	Defence Conditions
DEFSTAN	Defence Standards
DISSUB	Disable Submarine
DMR	Defence Maritime Regulations
DP	Delivery Partner
DSA	Defence Sales Agency
ELSS	Emergency Life Supporting Stores
EMC	Electro Magnetic Compatibility
EVM	Earned Value Management
FMI	Financial Management Information
GFE	Government Furnished Equipment

GovS	Government Functional Standard
GQAR	Government Quality Assurance Representative
HH	Hale Hamilton
HIS	Hood Inflation System
HMNB(C)	His Majesty's Naval Base Clyde
HSIS	Hazardous Stores Information System
IAM	Institute of Asset Management
ISMP	Information and Security Management Plan
ISMP	Information and Security Management Plan
KPI	Key Performance Indicator
KSR	Key System Requirement
LSA	Life-Saving Appliance
LFE	Learn from Experience
MOD	Ministry of Defence
MTBF	Mean Time Between Failure
NATO	North Atlantic Treaty Organisation
NFF	No Fault Found
OEM	Original Equipment Manufacturer
ORCA	Overboard Recovery Communications Apparatus
OTD	On-time Delivery
OTIF	On-time in full
P&FR	Performance and Financial Report
PADEL	Project Assumptions Dependencies Exclusion List
PC	Project Controls
PE	Programme Elements
PEDT	Platform Equipment Delivery Team
PLB	Personal Locator Beacons
PM	Project Manager
PMP	Project Management Plan
PO	Purchase Order

QA	Quality Assurance
QAFP	Quality Assurance Focal Point
QM	Quality Management
QMS	Quality Management System
QP	Quality Plan
QPR	Quarterly Progress Review
RA	Risk Assessment
RCA	Root Cause Analysis
RFQ	Request for Quote
RMP	Risk Management Plan
RN	Royal Navy
S&S	Strip & Survey
SC	Security Check
SCV	Stole Charging Valve
SECR	Safety Environmental Case Report
SEMP	Safety and Environmental Management Plan
SEMS	Safety and Environmental Management System
SESE	Submarine Escape and Survival Equipment
SESS	Submarine Escape Survival Suit
SMERAS	Submarine Escape Rescue Abandonment and Survival
SMTD	Submarine Toxicity Database
SOR	Statement of Requirement
SOLAS	Safety of Life at Sea
SQEP	Suitably Qualified and Experienced Personnel
STANREC	NATO Standardisation Recommendation
TLS	Through Life-Support
TL	Thermal Liner
TPA	Thermal Protection Aid
TPAA	Third Party Assistance Agreements

TSR	Technical Support Register
UKAS	United Kingdom Accreditation Service
WBS	Work Breakdown Structure
WEEE	Waste Electrical and Electronic Equipment
WMO	World Meteorological Organization

1. ACTIVITY ONE – MANAGEMENT

1.1 BACKGROUND

a. The current Submarine Escape and Survival Equipment (SESE) has been In-Service since 2007 and forms an essential part of the Royal Navy (RN) Submarine Escape, Rescue, Abandonment and Survival (SMERAS) capability. SESE allows submariners to escape a Disabled Submarine (DISSUB) from **[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]**. The equipment has been proven in escape trials undertaken by submariners and through regular use in the submarine escape training facility.

b. **[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]**

c. This Statement of Requirement (SOR) details the complete list of requirements which the Contractor shall deliver throughout the life of the Contract.

1.2 SCOPE

a. The SESE is a whole-body suit forming a one-size fits all Submarine Escape Survival Suit (SESS) offering thermal protection and a single-person life raft contained in a protective valise (method of containment for all components during storage).

b. The operational SESE technical requirements are articulated in Activity Two.

c. In addition to the operational SESE, there is a requirement to support the SMERAS Training Facility at HMNB Clyde. The Authority also requires a training variant of the Operational SESE.

d. The Training SESE technical requirements are articulated in Activity Two.

1.3 DELIVERY REQUIREMENTS

a. The Contractor shall deliver SESE in accordance with the Delivery Schedule at Schedule 13. The Delivery Schedule will contain as a minimum:

- i. The Delivery Schedule will meet the Authority's need for **[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]**.
- ii. The Delivery Schedule will meet the Authority's need for **[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]**.
- iii. The Delivery Schedule will meet the Authority's need for **[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]**
- iv. The Delivery Schedule will include monthly or quarterly delivery dates.

1.4 ROLES AND RESPONSIBILITIES OF THE CONTRACTOR

a. The Contractor shall be fully responsible for the management and delivery of all activities as detailed in this Statement of Requirements.

b. The Contractor shall establish and maintain the necessary technical expertise and resources to manage all aspects of delivery.

c. The Contractor shall nominate and maintain a Project Manager (PM) to be responsible for the delivery of this Contract.

d. The Contractor shall maintain a resourced team of Suitably Qualified and Experienced Personnel (SQEP) in finance, commercial, supply chain management,

technical and Quality Assurance (QA) who will function as Subject Matter Experts (SME) to support all activities under this Contract.

1.5 PROJECT MANAGEMENT PLAN

- a. The Contractor shall deliver Project Management Plan (PMP) within six weeks of Contract Award.
- b. The PMP shall incorporate all scope under the Contract. The Contractor shall produce and maintain documented processes and procedures within the PMP for the management of all scope, including all Subcontract and delivery procedures covering the entire commodity range.
- c. The PMP shall include, but not be limited to:
 - i. Scope and objectives
 - ii. Execution strategy
 - iii. Delivery approach
 - 1. Engineering
 - 2. Quality
 - 3. Safety and Environmental Information Management
 - iv. Monitoring controls & reporting
 - 1. Project Assumptions Dependencies Exclusions Lists (PADEL), Risks and Issues
 - 2. Schedule
 - 3. Project milestones
 - 4. Configuration Management
 - 5. Opportunities
 - v. Roles and responsibilities of Project Team
 - vi. Audits and verification activities to ensure compliance with the Contract
 - vii. Reference to associated Management Plans.
- d. The Contractor shall maintain the PMP as a live document, updated as necessary by the Contractor throughout the duration of the Contract including prior to each Quarterly Project Meeting (QPM), to show proposals and details of all activities necessary to meet the requirements of the Contract. The Contractor shall communicate any updates to the PMP to the Authorities Project Manager (PM) detailed within the DEFFORM 111.
- e. The Contractor shall ensure the PMP includes the Project Controls (PC) requirements as detailed in Schedule 12 (Project Controls Requirements).

1.6 TECHNICAL ADVICE

- a. The Contractor shall provide any necessary support to the Authority by maintaining suitably qualified, security cleared and experienced engineers who shall be contactable by phone and email throughout normal office working hours (Mon to Fri, 0830 to 1700) in order to handle queries relating to technical and operational matters, and asset supply and inventory issues.
- b. The Contractor shall respond to any query or requests from the Authority within 24 hours of receipt. This requirement applies irrespective of the Contractor's time zone. A "response" is defined as an acknowledgment of the inquiry or request and an initial action

plan. It does not necessarily include the complete resolution of the issue. The 24-hour response window is based on the Authorities local time zone.

- c. All communications from the Authority will be sent via email. The timestamp on the communication will serve as the official time of receipt.
- d. The Contractor is exempt from the 24-hour response requirement during the following periods.
 - i. National holidays in (Contractor's Country).
 - ii. Pre-approved by the Authority periods of unavailability.
- e. In case of an anticipated delay, the Contractor must inform the Authority at the earliest opportunity with an estimated response time.
- f. The Contractor shall respond to each query with either a suitable response, or a query response plan. A query response plan must describe the query and supply a realistic timescale for any actions. This plan must be reviewed and agreed by the Authority Engineer for engineering queries or the Authority Supply Chain Manager for supply-related queries. For URGENT Queries, a response or query response plan must be provided to the Authority within 24 hours. For STANDARD Queries, the response/ query response plan must be provided within 48 hours.
- g. The Contractor shall set up and keep a detailed Technical Support Register (TSR) of all URGENT and STANDARD Queries. As a minimum each query shall be named by a unique identifier, URGENT or STANDARD, date and time received by the Contractor, date, and time the response was provided to the Authority, a brief description of the query and the response, a target completion date and time, and an actual date and time completed.
- h. The Contractor shall maintain the TSR, which will be reviewed at the Quarterly Progress Meeting. Confirmation of query completion must be authorised by the Authority Engineer and recorded by the Authority Operations Manager once agreement is reached.

1.7 CONTRACT WORK BREAKDOWN STRUCTURE

- a. The Contractor shall develop, deliver, and update a Contract Work Breakdown Structure (CWBS) in accordance Schedule 12 (Project Controls Requirements).

1.8 BUSINESS CONTINUITY

- a. The Contractor is required to undertake management activities, that will be in place to ensure a Continuity of Service in the event of occurrences such as, but not limited to:
 - i. Unexpected failures of equipment.
 - ii. Loss of one or more key members of staff.
 - iii. Loss of premise due to fire, flood etc.
- b. A full Business Continuity Plan shall be submitted to the MOD Project Manager for comment and consideration, within twelve weeks from contract award. All associated risks, dependencies and exclusions are to be captured in the Contractor's Risk Register, along with identified mitigations and resultant actions.

1.9 QUALITY MANAGEMENT

- a. The Contractor shall implement a Quality Management (QM) System (QMS) that meets at a minimum the requirements of ISO 9001:2015, or equivalent, and can demonstrate it has control of their processes. The QMS must be certified by a company accredited by the United Kingdom Accreditation Service (UKAS), or the accreditation body of the country in which the Contractor is based.

1.10 QUALITY ASSURANCE

a. The Contractor shall be responsible for ensuring that the quality of the work performed, and the articles and materials supplied by it, and where required its Sub-Contractors and suppliers, shall conform to the contractual QA requirements outlined below at Table 2.

	Requirement	Additional Information
1	<p>Quality Management System</p> <ul style="list-style-type: none"> - AQAP 2110 Edition D Ver 1 – NATO Quality Assurance Requirements for Design, Development and Production 	This requirement is specified to provide confidence to the Authority in the Suppliers capability to deliver products and/or services that conform to the Authority's Contract requirements
2	<p>Certificate of Conformity</p> <ul style="list-style-type: none"> - Shall be provided in accordance with Clause 26 Certificate of Conformity 	A Certificate of Conformity (CoC) will be required on delivery for each individual SESE. In addition to Clause 26, the CoC shall include as a minimum the date of manufacture, date of PATs passed, warranty end date, delivery batch number and the noting of any Hazardous components.
3	<p>Quality Plans (QP)</p> <ul style="list-style-type: none"> - A Deliverable QP is required in accordance with DEFCON 602A (04/23) and AQAP 2105 Edition C V1 – NATO Requirements for Deliverable Quality Plans. 	The QP shall specify how all quality related contract requirements shall be fulfilled
4	<p>Concessions</p> <ul style="list-style-type: none"> - Shall be managed in accordance with Def Stan 05-061 Part 1, Issue 7 (11/21) – Quality Assurance Procedural Requirements – Concessions 	No non-conforming product may be delivered or embodied until the nonconformity has been classified with this standard and a concession has been granted by the Authority
5	<p>Safety Critical Items</p> <ul style="list-style-type: none"> - The Independent Inspection(s) of Safety Critical Items and Control Systems shall be carried out in accordance with Def Stan 05-061 Part 9, Issue 6 (02/22) – Independent Inspection Requirements for Safety Critical Items 	
6	<p>Avoidance of Counterfeit Material</p> <ul style="list-style-type: none"> - Shall be in accordance with Def Stan 05-135 Issue 2 (07/19). Cyber Security 	

	<p>- Risk-based and proportionate model approach to protecting MOD information as it moves through, or is generated in, the supply chain is to be undertaken in accordance with Def Stan 05-138 Issue 4 (05/24).</p>	
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Table 2: Contractually required QA Standards

- b. For quality assurance purposes, the Authority requires there to be no cross-contamination of batches for sub-component parts. This is to avoid the likelihood of exacerbating any potential quality issues that may arise.
- c. The Contractor must provide the Authority a Product Acceptance Test (PAT) within six weeks of Contract award for the Authority to review in accordance with Schedule 8 (Acceptance Procedure).
- d. The Contractor shall only make amendments to the PATs on receipt of a written approval from the Authority.

1.11 TRACEABILITY

- a. The Contractor is to own, hold and update a record for the complete serialisation of the completed SESE along with, each and all sub-components required and used in the makeup of the product to a specific serial number for such components. Where components cannot be serialised individually, such as hoses and zips etc., these should be catalogued down to a specific component order to aid in their traceability for defective parts.
- b. If an SESE is determined to be defective, either by the Contractor or through independent testing, it may be necessary for the Contractor to initiate a batch recall and or sampling. The scale of this recall will depend on the Root Cause Analysis (RCA) to be conducted by the Contractor on identification of defects. The extent of a recall is to be agreed between the Contractor and the Authority, but the Authority reserves the right to make the final decision on any such events.
- c. To allow the Authority to have an adequate level of traceability for each SESE, the Contractor must provide evidence that batch identification for recall of defective SESE is possible using essential information.

1.12 QUALITY PLAN

- a. The Contractor shall implement and maintain a Contract specific deliverable QP in accordance with the requirements of Allied Quality Assurance Procedure (AQAP) 2105, Edition C Version 1. The QP shall address two complimentary roles:
 - i. It will describe and document the Contract specific QMS requirements necessary to satisfy the Contract requirement.
 - ii. It will describe and document the planning of product realisation in terms of quality requirements for the product, needed resources, required control activities (Verification, Validation, Monitoring, Inspection and Testing).
- b. The Contractor must provide the proposed Product Acceptance Tests (PATs) and their respective criteria within 6 weeks of Contract award for the Authority to review . Any amendments to the PATs are to be agreed with the Authority.
- c. The QP shall address all areas of AQAP 2105 but describe in detail:

- i. QMS activities as applied to the achievement of contractual requirements (Sect 4.4)
 - ii. Planning and Control procedures for product realisation (Sect 4.7.1)
 - iii. Planning and Control of design (Sect 4.10.5)
 - iv. Configuration Management Control including application for concessions (Sect 4.10.2)
 - v. Purchasing including control of Sub-Suppliers and 'flow down' of prime contract conditions (4.10.7)
 - vi. Records of Contract/Management Review carried out both within the Company and with all Sub-Suppliers (Sect 3.1)
 - vii. Control of non-conforming product (Sect 4.11)
 - viii. Improvement and corrective actions (Sect 4.12)
 - ix. Monitoring and measuring of Customer Satisfaction (Sect 4.13)
- d. The Contractor shall deliver the QP to the QA Representative as identified on DEFFORM 111 within twelve weeks of the Contract award date.
- e. Throughout the duration of the contract, the Contractor shall advise the Authority of any impact on product quality or on the process and controls detailed within the QP resulting from revisions or changes to the Contractor's QMS within 48 hours of identification. All updates will be agreed with the Authority and issued within 20 working days of submission to the Authority.

1.13 CONFIGURATION MANAGEMENT

- a. The Contractor shall submit to the Authority a Configuration Management Plan (CMP). The Contractor shall deliver the CMP within six weeks of Contract award.
- b. The CMP shall define and document the CM System, explaining how Configuration and Data Management is to be managed.
- c. Contractor shall establish, document, and maintain a Configuration Management System compliant with DEFSTAN 05-057 – Configuration Management of Defence Material (Issue 8) which defines the configuration control processes to be followed throughout the term of the Contract.
- d. The Authority reserves the right to reject the CMP should it not comply with Def Stan 05-057.
- e. The CMP shall consider the complexity and nature of the Product. The Contractor shall justify omissions from the requirements in DEFSTAN 05-057.
- f. The Contractor shall periodically review the CMP for effectiveness, and, where necessary, up-date and re-submit to the Authority.

1.14 GOVERNMENT FURNISHED EQUIPMENT (GFE)

- a. The physical stock management and accounting for GFE shall be managed in accordance with Def Stan 05-099, Pt: 1 Issue 1 Managing Government Furnished Equipment in Industry (Provides end to end view of MOD requirements for the management of GFE in Industry), Def Stan 05-099, Pt: 2 Issue 1 Managing Government Furnished Equipment in Industry (Requirements for the Management of Inventory held by a Delivery Partner (DP), on behalf of the MOD as stated in the DP Contract) and DEFCON 694 (Accounting for Property of the Authority).
- b. The Contractor will be obliged to maintain an Assets in Industry Register if any MOD owned assets are within the Contractor's supply chain.

1.15 RISK MANAGEMENT

a. The Contractor acknowledges that any risk assessment, which has been, or may be, undertaken relating to this contract, has been, or will be, a Project Management function only. Such risk assessment does not affect the legal relationship between the parties.

1.16 RISK AND OPPORTUNITY MANAGEMENT PLAN

a. The Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) in accordance with Schedule 12 (Schedule 12). The Contractor shall deliver the ROMP within twelve weeks of the Contract award date.

1.17 RISK REGISTER

a. The Contractor shall deliver a Risk Register to the Authority within twelve weeks of the Contract award date. The Risk Register shall include all joint Authority/Contractor risks, including updates to risks, that impact upon the scope of the contract. Items that are to be included in the Risk Register are;

- i. Identification number
- ii. Title
- iii. Risk Owner
- iv. Cause, event, and consequences
- v. Qualitative and quantitative data on impacts listed
- vi. Plan owner
- vii. Plan strategy
- viii. Response mitigations
- ix. Review notes

b. The Contractor shall identify to the Authority all recognised risks which impact upon the Contract within five working days of identification; regardless of whether it is responsible for taking mitigating actions. The Contractor shall then include these risks on the Risk Register.

c. The Contractor shall propose options to mitigate risks and document them in the Risk Register. Decisions on the mitigation measures proposed to be implemented will be developed by the Contractor and agreed with the Authority.

d. The Contractor shall ensure all risks are reviewed in monthly progress review meetings and the Risk Register is updated accordingly.

e. The Authority reserves the right to request copies of risk registers throughout the duration of the Contract.

1.18 SAFETY AND ENVIRONMENTAL MANAGEMENT

a. The Contractor is required to undertake Safety and Environmental Management activities, considering but not limited to the following standards, processes, and plans:

Document	Latest Issue
DEFSTAN 00-051: Environmental Management Requirements for Defence Systems – Requirements and Guidance	November 2021
DEFSTAN 00-056: Safety Management Requirements for Defence Systems – Requirements and Guidance	October 2023

DSA01.1 – Defence Policy for Health, Safety and Environmental Protection	Version 1, August 2016
DSA02-DMR – Defence Maritime Regulations for Health, Safety and Environmental Protection	2021 Edition, January 2021
Acquisition Safety & Environmental Management System (ASEMS)	March 2023

Table 3: Safety and Environmental Management Requirements

b. The Contractor must inform the Authority as soon as reasonably possible and no later than within two working days of any potential Safety and Environmental Issues. The Contractor must ensure the Authority is informed of all measures required to limit the risk and it must supply supporting evidence as required for an assessment of the impact on the equipment safety and environmental argument can be conducted by both parties

1.19 SAFETY AND ENVIRONMENTAL MANAGEMENT PLAN

a. The Contractor shall deliver, maintain, and implement a Safety and Environmental Management Plan (SEMP) which recognises and applies the principles within DefStan 00-056 (Safety Management System Requirements for Defence Systems) and DefStan 00-051 (Environmental Management System Requirements).

b. Safety and Environmental related documentation is to be provided to the Authority upon request and periodic audits will be conducted, at the Authority's discretion, to ensure Compliance with the overarching Safety and Environmental Cases.

c. The Contractor shall deliver the SEMP within **six** weeks of the Contract award date. Following a review from the Authority, the Contractor shall amend the SEMP within 2 weeks to seek approval.

1.20 HEALTH AND SAFETY

a. The Contractor's staff or nominated representatives that attend a government establishment for the purposes of the Contract may be exposed to potentially hazardous situations. The Contractor must ensure that all staff in their direct or indirect employment have the necessary Safety Training and approval for any such attendance; and if required, an up to date Medical. Attendance at these sites is to be arranged by the Authority.

b. Adherence to MoD safety instructions is mandatory for all personnel when attending a government establishment.

1.21 CONTROL OF HAZARDOUS ARTICLES AND SUBSTANCES

a. Notwithstanding their obligations under the Health and Safety at Work Act 1974 and any other statutory requirements, throughout the duration of the Contract the Contractor shall provide the Authority with full written information concerning every Article or substance which is hazardous or a risk to health and which is to be supplied in its own right or incorporated into or supplied with Article(s), including the Contractor's proposals for the safe and controlled disposal of every Article or substance which is hazardous or a risk to health.

b. Information required shall be provided to the Authority using Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

c. The Contractor shall ensure that these provisions are included in any Contracts let with their supply chain.

1.22 SAFETY ENVIRONMENTAL CASE REPORT

a. The Contractor shall deliver and maintain a Safety Environmental Case Report (SECR) register which recognises and applies the principles within DEFSTAN 00-056 (Safety Management Requirements for Defence) and DEFSTAN 00-051 (Environmental Management Requirements).

b. The Contractor shall deliver the SECR within twelve weeks of the Contract award date. Following a review from the Authority, the Contractor shall amend the SECR within 2 weeks to seek approval.

c. In support of the generation of the Authority SECR, the Contractor shall attend all Safety and Environmental meetings in support of Hazard Identification and assessment.

1.23 DRAWING AND SPECIFICATIONS

a. No change may be made to the Articles to be supplied under the terms of the Contract which affects or is likely to affect performance, quality, reliability, strength, or interchangeability without prior notification to and approval from the Authority in writing. The Authority reserves the right to reject any such change. The Authority's decision shall be final in such matters.

b. Component and unit interchangeability of parts and sub-units constituting manufacturers standard replacement shall be maintained and notified to the Authority periodically or as part of any programme review.

c. Any minor part or parts not shown on the drawings or mentioned in the specifications, but which are necessary to the satisfactory completion of the Articles and or Services shall be deemed to be included in the Contract and no extra price will be allowed on account of such omission.

d. No addition to or correction of the drawings or specifications may be made without the prior notification to and approval of the Authority. The Authority reserves the right to reject such additions or corrections.

1.24 NATO CODIFICATION

a. The Contractor shall ensure that all articles supplied under this contract are NATO codified or supply sufficient information to enable the Authority to codify the items, in accordance with DEFCON 117 (Supply of Information for NATO Codification and Defence Inventory Introduction).

b. The Contractor shall ensure codification activity has been completed prior to delivery of any of items to be supplied under the contract and that the items and packaging are appropriately marked prior to dispatch.

1.26 MEETINGS

a. The Contractor as a minimum will arrange and attend the meetings list below in accordance with Table 4:

- i. Contract Start-up meeting
- ii. Monthly progress meeting
- iii. Quarterly Progress Reviews
- iv. Contract Close meeting

ID	MEETING TITLE	DATE	LOCATION
01	Contract Start-up Meeting	4 Weeks from Contract award	Virtual meeting via Microsoft Teams or Contractor's Premises
02	Monthly Progress Meeting	Monthly, within five Business Days after the end of each month	Virtual meeting via Microsoft Teams
03	Quarterly Progress Reviews	Quarterly, within 10 Business Days after the end of each three-month period	Virtual meeting via Microsoft Teams or Contractor's Premises
04	Contract Close Meeting	2 weeks from Contract Expiry Date	Virtual meeting via Microsoft Teams or Contractor's Premises,

Table 4: Contract Progress Meetings

b. The Contractor shall facilitate and provide secretariat services for all formal meetings identified in this SOR; this will include:

- i. Preparing and delivering the meeting calling notice and agenda to the Authority at a minimum of five working days prior to the meeting.
- ii. Submission of reports to be reviewed during the meeting.
- iii. Record of meeting discussion, decisions, and actions, which are to be sent to the Authority for agreement within five working days following the meeting.
- iv. Meetings will be held virtually, unless otherwise mutually agreed prior to each meeting. There may be occasions where it may be more practical to hold the meeting at the Contractor premises, if this is the case, the Contractor shall provide suitable facilities, including meeting room and parking.

c. A total of eight Monthly Progress Meetings and four Quarterly Progress Reviews will be conducted per contract year. The Quarterly Progress Review will replace every third Monthly Progress Meeting.

1.26. i. QUARTERLY PROGRESS REVIEWS

a. A Quarterly Project Review (QPR) covering performance and financial matters will be held between the Contractor and the Authority. The QPR will be chaired by the Authority with secretarial services provided by the Contractor.

b. The Contractor shall provide all documents to the Authority a minimum of five working days prior to the Quarterly reviews.

c. During the QPR meetings, the Contractor will cover the required plans and/or strategies including, but not limited to Risk, Configuration, Obsolescence, and Inventory.

- d. The QPR meetings shall address as a minimum, but not be limited to the following:
 - i. Status/Progress of Activity 1 – Project Management; including, but not limited to:
 - A. Quality Assurance
 - B. Risk Management
 - C. Configuration Management
 - D. Obsolescence Management
 - E. Resources (including SQEP)
 - F. Safety & Environmental Management
- e. Status/Progress of Activity 3 – Supply Support
- f. Status/Progress of Activity 4 – Equipment Upkeep Management.
- g. Any contract management issues arising including the status/progress of any change proposals.
- h. Costs and forecast of expenditure to the end of the financial year (ending 31 March) and beyond.
- i. A joint assessment against Key Performance Indicators.
- j. The Contractor shall provide a formal record of the QPR performance review, the QPR Report, to the Authority within five working days of the QPR being held.

1.26 ii. CLOSE DOWN MEETINGS

- a. The Close Down Meeting will discuss, but is not limited to, the following items:
 - i. All compliance / obligations / Contractor Deliverables are delivered and closed. Outstanding compliance / obligations / Contractor Deliverables will be assigned a timeline which is agreed between the two parties with a shared desire to resolve as soon as reasonably possible.
 - ii. Ensure all agreed upon Deliverables that have been delivered within contract term have been invoiced.
 - iii. A joint review of all Learning from Experience captured across the contract term.
 - iv. Any other concerns listed within the Quarterly Progress Review.

1.27 REPORTING

- a. As a minimum the following reports are required:
 - i. Monthly Progress Reports.
 - ii. Quarterly Progress Review (QPR) Reports.
 - iii. Financial Management Information (FMI) (DEFCON 647(03/24)).
- b. The Contractor shall submit the reports in accordance with Table 5:

ID	REPORT TITLE	DATE	UPDATE INTERVAL
01	Monthly Progress Reports	4 Weeks from Contract award	Monthly until Contract End, delivered by Week 3 of each month
02	Quarterly Progress Review (QPR) Reports.	Quarterly, 10 Business Days prior to Quarter Performance Review	Quarterly, 10 Business Days prior to Quarter Performance Review
03	Financial Management Information (FMI)	One Month from Contract award	Monthly within five Business Days of end of each month

Table 5: Contract Progress Reports

1.27. i. PROGRESS REPORTS

a. The Contractor shall supply the Authority with reports on the progress of the Contract every 4 weeks. Reports shall detail as a minimum:

- i. performance/Delivery of the Contractor Deliverables;
- ii. risks and opportunities;
- iii. any other information specified in Schedule 3 (Contract Data Sheet)
- iv. any other information reasonably requested by the Authority.

b. Reports shall be provided to the addressees Commercial Officer and Project Manager in the DEFFORM 111 (Schedule 21). The provision of these reports by the Contractor and receipt by the Authority shall be in accordance with Schedule 8 (Acceptance Procedure).

1.27.ii. PERFORMANCE AND FINANCIAL REPORTING

a. The Contractor shall provide a Performance and Financial Report (P&FR) in accordance with the timelines stated in Table 5 (Contract Progress Reports) and in accordance with DEFCON 647.

b. The P&FR shall consist of, but not be limited to, the following:

- i. Details of and progress on orders placed in the reporting period.
- ii. Details of and progress on deliveries due in the reporting period.
- iii. Delivery forecasts for those deliveries expected to be missed in the next reporting period.
- iv. The value of work completed as a % against the Order value
- v. Details of parts where obsolescence issues have arisen, covering details of parts affected and potential options for continued support.

1.28 ASSET MANAGEMENT PLAN

- a. The Contractor shall develop and maintain an Asset Management Plan (AMP) relating to SESE to ensure the continued operation in accordance with ISO 55000 regulations and MOD policy Requirements.
- b. The AMP shall conform with the Institute of Asset Management (IAM) methodology and structure. The plan shall include the following individual components:
 - i. Strategy & Planning
 - ii. Asset Management Decision – Making
 - iii. Life Cycle Delivery
 - iv. Asset Information
 - v. Organisation & People
 - vi. Risk and Review
- c. The Contractor shall coordinate with Authority to ensure that the AMP is accurate.
- d. The Contractor shall provide support to the Authority to achieve successful approval of the AMP and sub-components. This includes the provision of all supporting project documentation (option studies, designs, business cases).
- e. The Contractor shall deliver the AMP within twelve weeks of the Contract award date. Following a review from the Authority, the Contractor shall amend the AMP within two weeks to gain approval.
- f. The following (non-exhaustive) list provides an aide-memoire of typical elements to be considered as part of the asset management plan. Further details can be found on the Institute of Asset Management website - IAM.
 - i. Asset System Overview.
 - ii. Asset (System/Equipment) Schematic. Current Approach & Mod states.
 - iii. Asset life and spares status.
 - iv. Asset Through-Life Issues & Risks.
 - v. Asset 'Red to Green' initiatives (highlighting improvements and innovations).
 - vi. Information Register.
 - vii. Asset non-compliance report.
 - viii. Asset summary using Italian Flag (current,3,5,15-year windows).
 - ix. Critical Spares Management Plan including critical spare list and supporting inventory for the monitoring of supply chain assurance.
 - x. Accessibility Register (non-compliance with Government legislation).
 - xi. Conservation and sustainability management plan
 - xii. Control of sub-Contractors (four C's) Strategy. Trend analysis report.

1.32 TECHNICAL DOCUMENTATION PACK

- a. The Contractor is to supply technical documentation and information included within ISO 15027-2:2012 section 6 for both Operational and Training SESE. This is to include, but is not limited to:
 - i. Equipment drawings and specifications
 - ii. Full donning and use instructions
 - iii. Details of the limitations of use, including water temperature range
 - iv. Instructions for servicing and maintenance, and storage instructions for the training SESE.
 - v. Names and addresses of manufacturers agents within at least the country of destination.
 - vi. Compatibility with other equipment.

- vii. Other general advice on the care and use of abandonment suits and training suits in accordance with the manufacturer's instructions
 - viii. Safety data sheets (or similar)
- b. The Contractor shall deliver the technical documentation pack to the Authority within six weeks of Contract Award.

2. ACTIVITY TWO

2.1 TECHNICAL REQUIREMENTS

- a. The technical requirements stipulated below are derived from user requirements, SOLAS compliance and applicable international standards, namely BS EN ISO 15027-2:2012. As the SESE perform such a specific purpose, some of the requirements work to the spirit of the standard, rather than the standard itself.
- b. Candidate Priority Definitions are defined as per Table 4.

Priority	Definition
Key	A system requirement that is driven by a Key User Requirement. A key system requirement may not be traded below the Threshold without major implications for capability / project feasibility
Mandatory	A system requirement, generally a User Constraint, designed as such for legal or safety reasons and which may not be traded
Priority 1	Highest priority reflecting a primary system requirement that may drive design and/or cost, and which may tolerate acceptable levels of risk to achieve the aim
Priority 2	A secondary system requirement, which may have design and/or cost implications but will not tolerate project risk to achieve the aim

Table 4: Technical Requirement Priority Definitions

2.2 KEY SYSTEM TECHNICAL REQUIREMENTS

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Validation Method
			Threshold	Objective			
			Note 1	Note 1			
KSTR1	Survival capability following escape – the SESE must provide sufficient environmental withstand and protection in the water at the surface, [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	World Meteorological Organization (WMO) sea state code used. Met Office Beaufort wind force scale used	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Key	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing and acceptance trials conducted on behalf of the Authority.
KSTR2	Survival during escape – the SESE shall enable the user to survive throughout the escape cycle	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] The SESE must eliminate snagging hazards whilst achieving this The SESE shall not ascend abnormally through the water column	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Key	Escapees will need to survive when escaping throughout the tower pressurisation cycle and transition to the surface	Independent testing and acceptance trials conducted on behalf of the Authority.

KSTR3	Escape and surface abandonment – the SESE shall enable the escape of personnel from a DISSUB without external assistance	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	No limit	Key	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing and acceptance trials conducted on behalf of the Authority.
KSTR4	When on the surface, the SESE must provide sufficient levels of thermal protection effectiveness	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	No limit	Key	When used together, the whole SESE system must provide sufficient levels of thermal protection on the surface to enhance survivability	Independent testing and acceptance trials conducted on behalf of the Authority.
KSTR5	The SESE must have a minimum design life of 10 years and a minimum serviceable life of 10 years from the point of delivery	10-year design life is the design life of the current In-Service SESE SESE must have a minimum of 10 years serviceable life from point of delivery	10 years design life 10 years' service life	No limit	Key	The SESE must be at least as durable as the current equipment, having a serviceable life of at least 10 years in the storage and usage conditions described in this SOR	Evidence of compliance to be provided to the Authority

KSTR6	Materials used in the manufacture of the SESE must be compliant with the Submarine Toxicity Database (SMTD)		Compliance with SMTD	Compliance with SMTD	Key	All materials used onboard any submarine must be compliant and approved for use within the SMTD	Material composition to be provided to the Authority for acceptance
KSTR7	The valise must be permanently marked with a Serial Number, NSN, Manufacturer Name, Manufacturer Details, and additional markings as per BS EN ISO 15027-2:2012 section 5	Markings must be readable and must not damage or degrade the SESE	Fully marked and traceable	Fully marked and traceable	Key	Markings must enable identification and allow full traceability and accountability for each individual SESE	Tabletop inspection to be completed by the Authority

Table 5: Key System Technical Requirements

2.3 SUBMARINE ESCAPE SURVIVAL SUIT TECHNICAL REQUIREMENTS

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold	Objective			
			Note 1	Note 1			
SSTR1	The SESS must enable the user to escape a DISSUB, without external assistance, [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Mandatory	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Ascent velocities are mandated to reduce the risk of decompression illness (DCI) or pulmonary barotrauma during ascent	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR2	During the flood phase, the air mass flow rate through the SESS must not exceed 24 g/s	Typical demands measured during fleet time trials have ranged from 13 to 22 g/s	Air mass flow below 24 g/s and above 12 g/s at an ambient pressure of ~ 102 kPa	Air mass flow rate of 12 – 16 g/s at an ambient pressure of ~102 kPa	Mandatory	There is a limited amount of dedicated Hood Inflation System (HIS) air available on board for escape. SESS demanding a higher air mass flow rate than 24 g/s have low flow resistance, thus demanding more air usage per escapee than permissible	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR3	During the compression phase: 1. Total volume of air used during the		1. Total volume must not exceed the values in Figure 1	1. Total volume must not exceed the values in Figure 1	Mandatory	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing and acceptance trials conducted on behalf of the Authority.

	<p>compression phase must not exceed the values in Figure 1.</p> <p>2. Air mass flow rate through the SESS must not exceed 196 g/s</p> <p>3. [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]</p>		<p>2. ≤ 196 g/s</p> <p>3. [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]</p>	<p>2. ≤ 196 g/s</p> <p>3. [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]</p>			
SSTR4	For all escape cycles, the water level inside the hood must not reach the user's mouth	300mm equates to lung centroid height as per BS EN ISO 14143:2013 (see Fig 2). 165mm equates to suprasternal notch height	Water level must not reach user's mouth and should not reach within 165mm of user's mouth	Water level does not reach within 300mm of user's mouth	Mandatory	Hood water level must be sufficiently low to maximise survival chances during the ascent phase and reduce the effects of perceived difficulty to breathe	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR5	When connected to HIS air supply, time taken for CO2 levels inside the hood to drop from 2 kPa to 0.5 kPa	Increased CO2 levels can cause headaches, dizziness, decreased cognitive ability and unconsciousness.	<25s to drop from 2 kPa to 0.5 kPa	<25s to drop from 2 kPa to 0.5 kPa	Mandatory	Prevention of CO2 build-up inside the SESS hood is necessary to enhance survivability during the escape cycle	Independent testing and acceptance trials conducted on behalf of the Authority.

	must not exceed 25s						
SSTR6	The SESS shall enable the user to escape from all escape towers across the submarine fleet, with removal of snagging hazards	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] No risk of snagging	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] No risk of snagging	Mandatory	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR7	The SESS must be one size fits all, capable of fitting the 5 th to 95 th percentile UK size	Loose fitting material must not snag	up to 1893mm height Up to UK size 14 feet Up to 125kg mass	up to 1893mm height Up to UK size 14 feet Up to 125kg mass	Mandatory	Each SESS must be available for each member of ship's company	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR8	The SESS must be compatible with the current HIS Stole Charging Valve (SCV), with the mating adaptor capable of withstanding a force of 700N prior to detachment	SCV is Hale Hamilton (HH) SA174 Mk 16; [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Demonstrated compatibility	Demonstrated compatibility	Mandatory	HH SCV currently fitted to all platforms [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing and acceptance trials conducted on behalf of the Authority.

SSTR9	The SESS must allow for fitting or attachment of the currently used Personal Locator Beacons (PLB)	Overboard Recovery Communications Apparatus (ORCA) 406 PLB attached via tether; [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] ORCA TX-103SE PLB attached via tether; [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Demonstrated compatibility	Demonstrated compatibility	Mandatory	PLBs are out of scope for this SOR, however they are a core component of the UK's overall SMERAS strategy. The SESS must provide the facility to attach the current In-Service PLBs	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR10	The SESS must allow for fitting or attachment of a single person life raft, when stored during ascent and when deployed on the surface	The arrangement should look to reduce snagging hazards as far as is practicable	Demonstrated compatibility	Demonstrated compatibility	Mandatory	Single person life rafts, discussed in this SOR, [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] . The SESS must provide the facility to attach a single person life raft	Tabletop inspection to be completed by the Authority
SSTR11	The buoyancy in the hood and stole (combined) when		Total buoyancy between 250 N and 400 N	Total buoyancy between 300 and 350 N	Mandatory	Previous research suggests that a buoyancy of less than 350N will maximise the number of escapees	Independent testing and acceptance trials conducted on

	submerged should not exceed 350N					who can retain connection with the HIS during the flood and compression phases of the escape cycle	behalf of the Authority.
SSTR12	The SESS must have a means of preventing over pressurisation/excess buoyancy		Buoyancy/pressure relief capability	Buoyancy/pressure relief capability	Mandatory	Over-pressure and buoyancy relief required to ensure controlled ascent and protect the integrity of the SESS	Tabletop inspection to be completed by the Authority
SSTR13	Upon reaching the surface, the SESS must retain sufficient buoyancy and have a means of oral inflation or 'top-up'	The SESS should ensure the user's body is inclined backwards from the horizontal and have sufficient freeboard of the mouth	Face at least 120mm above water using oral inflation and 50 mm without oral inflation. Oral inflation capability Self-righting within 5 seconds with human effort	Face at least 120mm above water using oral inflation and 50 mm without oral inflation. Oral inflation capability Self-right user within 5 seconds without human effort	Mandatory	Required to retain energy levels in personnel and thus increase survivability chances. Oral inflation required for strength in depth as a back-up inflation mechanism	Independent testing and acceptance trials conducted on behalf of the Authority.
SSTR14	The SESS must not significantly hinder movement and dexterity of the user. Ability of all users defined in the SOR	As required in BS EN ISO 15027-2:2012 section 4.11	Sufficient movement to walk 30m, swim 25 m, climb a ladder and pass mobility and	Sufficient movement to walk 30m, swim 25, climb a ladder and pass mobility and	Mandatory	The user must be able to swim towards rescue/intervention forces, life rafts, other DISSUB survivors	Independent testing and acceptance trials conducted on behalf of the Authority.

	to enter a 25-man life raft: [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]		dexterity tests. Sufficient movement to enter a 25-man life raft.	dexterity tests. Sufficient movement to enter a 25-man life raft.			
SSTR15	Materials used in the manufacture of the SESS must be rot-proof, corrosion resistant, and not have its performance unduly affected by seawater, oils, or fungal attack. It must be capable of being stored in onboard conditions, without detriment to performance, for the entirety of the design life		Resistance for full design life to: [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Resistance for full design life to: [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Mandatory	All SESE must have a minimum design life of 10 years. The arduous storage environment onboard submarines is unavoidable, and the SESE must retain its full performance capability having been stored for the duration of design life	Evidence of compliance to be provided to the Authority.
SSTR16	The SESS must be capable of withstanding elevated temperatures during the escape cycle		[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	No limit No limit	Mandatory	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing and acceptance trials conducted on behalf of the Authority.

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SSTR17	The SESS must meet the required standards for reflective strips, chromaticity coordinates and luminance factor for fluorescent colours	Reflective strips iaw ISO 15027-2:2012 section 4.5	Compliance with ISO 15027-2:2012 Tables 1 and 2	Compliance with ISO 15027-2:2012 Tables 1 and 2	Mandatory	Aiding visibility of personnel to assist rescue/intervention forces in locating surface survivors, greatly increasing survivability	Evidence of compliance to be provided to the Authority
SSTR18	The SESS must not sustain burning or continue melting once removed from flames	iaw ISO 15027-2:2012 section 4.7	Must not sustain burning or continue melting 6s after removal from flames	Must not sustain burning or continue melting 6s after removal from flames	Mandatory	There is a risk of fires onboard, therefore fire-resistant SESS is imperative to enable escape in this scenario	Evidence of compliance to be provided to the Authority
SSTR19	The SESS should provide a suitable field of vision to the user	iaw ISO 15027-2:2012 section 4.11	Suitable field of vision to enable escape and locate rescue forces	Suitable field of vision to enable escape and locate rescue forces	Mandatory	The user must be able to identify rescue/intervention forces, life rafts, other survivors and have good awareness of the surrounding environment	Evidence of compliance to be provided to the Authority.
SSTR20	The SESS must be fuel resistant	iaw ISO 15027-2:2012 section 4.12	Tensile seam strength at least 150N	Tensile seam strength at least 150N	Mandatory	Fuel resistance SESS is required to comply with International Standards and demonstrate that the mechanical properties of the SESS are fit for purpose	Evidence of compliance to be provided to the Authority
SSTR21	The SESS must have a tensile strength of at least 300N per 25mm width	iaw ISO 13935-2 grab method	At least 300N per 25mm width	At least 300N per 25mm width	Mandatory	Compliance with International Standards is necessary to demonstrate that the mechanical properties of the SESS are fit for purpose and can withstand expected	Evidence of compliance to be provided to the Authority

						stresses experienced throughout the escape cycle	
SSTR22	The SESS should have elasticated legs and arms, or others means of collecting excess material, to reduce the risk of snagging on smaller personnel	For example: Elasticated or Velcro legs and arms	Means of collecting excess material and minimizing snagging hazard	Means of collecting excess material and minimizing snagging hazard	Mandatory	The SESS must be one size fits all, however excess or loose material should not create a snagging hazard during the escape cycle	Tabletop inspection to be completed by the Authority
SSTR23	The SESS must include gloves as a means of thermal protection, but the gloves should not be permanently fitted to the SESS		Gloves available and permanently fitted to SESS	Gloves available but not permanently fitted to SESS	Priority 1	Gloves are required to provide thermal protection when on the surface	Tabletop inspection to be completed by the Authority
SSTR24	The SESS should have a splash guard	The splash guard will protect against secondary drowning	No Splash guard included	Splash guard included	Priority 1	Splash guard protects against secondary drowning from heavy rain, or other harsh environmental conditions which may be faced when on the surface	Tabletop inspection to be completed by the Authority
SSTR25	The SESS must keep the user dry throughout the escape cycle	When on the surface, the SESS must not allow ingress of water greater than 0.2 litres/hour in calm water	Nil water leakage underwater ≤0.2 litres leakage on the surface	Nil water leakage underwater Nil water leakage on the surface	Priority 1	Leakage underwater may compromise buoyancy and ability to ascent to the surface. Dryness on the surface improves survivability by increasing ability of user to retain core body temperature	Independent testing and acceptance trials conducted on behalf of the Authority.

SSTR26	Reference points for key components should be provided e.g. grip strips, luminescent features	Key components such as SCV connection, over pressurisation reliefs, zips	Essential key component identifiers present	Comprehensive reference points present	Priority 1	Donning the SESS in dark conditions is challenging, so key component identifiers will assist in fitting the SESS accurately and quickly, even in difficult conditions	Tabletop inspection to be completed by the Authority
SSTR27	Fixtures and fittings should be reinforced to withstand use in high stress environment	Features such as zips, straps, pockets etc.	Robust fixtures and fittings	Reinforced fixtures and fittings	Priority 1	The SESS is likely to be donned in a highly stressful scenario, so reinforcement of key features where possible is sought to assist the user as much as possible	Evidence of compliance to be provided to the Authority.
SSTR28	The SESS should include a nose clip	To enable equalisation during the pressurisation and ascent phase	No nose clip fitted	Nose clip fitted	Priority 1	A nose clip makes it easier for the user to equalise pressure without using their fingers/hands	Tabletop inspection to be completed by the Authority
SSTR29	The SESS should include several compartments for storage of Emergency Life Supporting Stores (ELSS)	ELSS such as water, emergency rations, torches, PLBs etc.	One compartment provided for storage	Several compartments provided for storage	Priority 2	Providing pockets or storage compartments are vital for enabling user to carry ELSS for use on the surface whilst awaiting rescue/intervention forces	Tabletop inspection to be completed by the Authority
SSTR30	Best endeavours sought to ensure that the buoyancy of the SESS shall not be compromised by the failure of any single component or fitting		Demonstrated design features to mitigate risk	Demonstrated design features to mitigate risk	Priority 2	Defence in depth sought by removal of single points of failure	Evidence of compliance to be provided to the Authority

Table 6: SESS Technical Requirements

2.4 LIFE RAFT TECHNICAL REQUIREMENTS

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold Note 1	Objective Note 1			
LRTR1	The life raft must be inflated by a manually activated non-toxic gas inflation system. Life raft inflation time must not exceed 60s Life raft to remain fully inflated for 24 hours.	The inflation mechanism must be easy to activate deliberately, but protected against inadvertent/spurious activation	Manually activated non-toxic gas inflation system Inflation time must not exceed 60s Remains fully inflated for 24 hours	Manually activated non-toxic gas inflation system Inflation time must not exceed 60s Remains fully inflated for 24 hours	Mandatory	The inflation system is required to provide sufficient buoyancy to enable life preservation in the environmental conditions detailed in this SOR. A completely deflated life raft floor significantly reduces insulation. Even 50% inflation has been found to be as effective as 100% ¹	Independent testing and acceptance trials conducted on behalf of the Authority.
LRTR2	The life raft must have at least one back-up inflation option	e.g.; Manual pump, top up hoses, oral inflation. These should be easy to locate and operate	At least one back-up inflation mechanism	At least one back-up inflation mechanism	Mandatory	Defence in depth sought to ensure life raft remains inflated, providing the protection articulated above	Independent testing and acceptance trials conducted on behalf of the Authority. Tabletop inspection to be

¹ Mak, L et al. Assessment of Thermal Protection of Life Rafts in Passenger Vessel Abandonment Situations. Proceedings of the ASME 27th International Conference on Offshore Mechanics and Arctic Engineering OMAE2008. June 15-20, 2008. Estoni, Portugal

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold	Objective			
			Note 1	Note 1	Note 2		
							completed by the Authority
LRTR3	Once inflated, the life raft must remain attached to the SESS. However, there must be a means of detaching from the life raft when necessary	LfE from joint exercise suggests that quick release mechanism is preferred to fixed rope solution	Life raft attached to SESS. Ability to detach available and understood	Life raft attached to SESS. Quick release mechanism for detachment	Mandatory	The life raft must be attached to personnel to prevent drifting away in adverse environmental conditions. Detachment is required on arrival of rescue /intervention forces	Independent testing and acceptance trials conducted on behalf of the Authority. Tabletop inspection to be completed by the Authority
LRTR4	The life raft must be manufactured from highly visible materials	Standard practice in accordance with the Life-Saving Appliance (LSA) Code and ISO 15027-2:2012	At least 1500cm ² of retro-reflective material on visible surfaces	At least 1500cm ² of retro-reflective material on visible surfaces	Mandatory	Fitting of retro-reflective material will assist in detection	Evidence of compliance to be provided to the Authority
LRTR5	The life raft must be fitted with a Safety of Life at Sea (SOLAS) compliant light	A luminous intensity of no less than 0.75 candela however a higher luminosity is desirable	Operates for 12 hours with a luminous intensity of no less than 0.75 candela	Operates for 12 hours with a luminous intensity of no less than 0.75 candela	Mandatory	Personnel must be able to see at night-time and during times of low light	Independent testing and acceptance trials conducted on behalf of the Authority.
LRTR6	Suitable ventilation must be provided to		Ventilation of exhaled gases	Ventilation of exhaled gases	Mandatory	Build-up of Carbon Dioxide (CO ₂) and other	Independent testing and

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold Note 1	Objective Note 1			
	prevent build-up of exhaled gases inside the life raft					exhaled gases present a greater risk to personnel, especially enclosed in smaller spaces	acceptance trials conducted on behalf of the Authority.
LRTR7	The life raft shall be large enough and suitably shaped to enable personnel to assume the foetal position	Must be suitable for all 5%-95% personnel described in requirement SS6	Suitable for the seated foetal position	Suitable for the seated foetal position	Mandatory	Personnel may be in the life raft for several days whilst they await rescue/intervention forces, so space is required to enable some movement and a comfortable seating arrangement	Independent testing and acceptance trials conducted on behalf of the Authority.
LRTR8	The life raft must have a sea anchor	Sea anchor must deploy when life raft is inflated	Sea anchor included Sea anchor deploys within 60 seconds, whether automatically or with manual intervention	Sea anchor included Sea anchor deploys automatically within 60 seconds	Mandatory	Sea anchor is necessary to align the life raft with the wind and help minimise the effects of wind conditions (e.g., wind chill) on the user	Independent testing and acceptance trials conducted on behalf of the Authority.
LRTR9	The user must be able to enter the life raft un-aided within		2 minutes in sea state 3	Can enter life raft but takes	Mandatory	An inflated life raft provides far greater thermal and	Independent testing and acceptance trials

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold Note 1	Objective Note 1			
					Note 2		
	two minutes, with sufficient aids and handles provided		Dedicated handles included	longer than 2 minutes Several, reinforced dedicated handles included		environmental protection than the SESS alone, so access into the life raft must be as easy as possible	conducted on behalf of the Authority. Tabletop inspection to be completed by the Authority
LRTR10	The user must be able to right the life raft if capsized		User able to right the life raft within 5 minutes	User able to right the life raft within 5 minutes	Mandatory	An inflated life raft provides far greater thermal and environmental protection than the SESS alone, so access into the life raft after capsizing is imperative	Independent testing and acceptance trials conducted on behalf of the Authority.
LRTR11	The life raft should allow the user to view the external environment and achieve ventilation, without undue exposure to it		Limited visibility of surroundings and ability to achieve ventilation	Good visibility of surroundings and ability to achieve ventilation	Priority 1	Awareness of environment and surroundings is imperative for survival. It will also support rescue/intervention efforts and enable personnel to be aware of other personnel around them	Independent testing and acceptance trials conducted on behalf of the Authority.

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold Note 1	Objective Note 1			
LRTR12	A means of expelling water from the life raft must be provided	The water bailer should be attached to the life raft to prevent loss overboard	Water bailer included, but not attached	Water bailer attached	Priority 1	A means of removing water from inside the life raft must be available, to retain buoyancy and reduce the risk of sinking	Tabletop inspection to be completed by the Authority
LRTR13	A means of reducing smaller pockets of water within the life raft must be provided	e.g. sponge	Water absorber available, but not attached	Water absorber attached	Priority 1	A means of removing excess water from inside life raft must be available to reduce contact with cold water when user is inside the life raft	Tabletop inspection to be completed by the Authority
LRTR14	Reference points for key components should be provided e.g., grip strips, luminescent features	Key components such as handles, back-up inflation, water bailer	Essential key component identifiers present	Comprehensive reference points present	Priority 1	Key component identifiers will assist in getting into the life raft, retaining buoyancy, retaining dryness, and ultimately enhance survivability, especially in difficult conditions	Tabletop inspection to be completed by the Authority

Table 7: Life Raft Technical Requirements

2.5 VALISE TECHNICAL REQUIREMENTS

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold	Objective			
			Note 1	Note 1	Note 2		
VTR1	Valise must provide combined storage for the SESE, life raft and thermal liner if applicable		Combined Storage	Combined Storage	Mandatory	The valise must house all components of the SESE	Tabletop inspection to be completed by the Authority
VTR2	When containing the full SESE and stored, the valise must be of maximum dimensions 355mm x 315mm x 186mm		355mm x 315mm x 185mm or less	355mm x 315mm x 185mm or less	Mandatory	There is limited stowage available for SESE, therefore maximum valise dimensions are mandatory to ensuring enough SESE are available and fit within available stowage lockers	Independent testing and acceptance trials conducted on behalf of the Authority.
VTR3	Valise must be capable of being stored up to 5 high		5 high	5 high	Mandatory	There is limited stowage available for SESE, therefore maximum stacking height is essential	Evidence of compliance to be provided to the Authority
VTR4	The valise must provide protection to the internal components from a drop height of 2m		2m	2m	Mandatory	2m maximum envisioned drop height when stored onboard a submarine.	Evidence of compliance to be provided to the Authority
VTR5	It must be possible to open the valise quickly in an emergency and don enclosed items		Contents can be removed and donned within 5minutes	Contents can be removed and donned within 5 minutes	Mandatory	The SESE may need to be donned quickly and opening the valise must not hinder this process	Independent testing and acceptance trials conducted on behalf of the Authority.

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold	Objective			
			Note 1	Note 1	Note 2		
VTR6	The valise must be permanently marked with a Serial Number, NSN, Manufacturer Name and Manufacturer Details	Markings must be readable and must not damage or degrade the valise	Fully marked and traceable	Fully marked and traceable	Mandatory	Markings must enable identification and allow full traceability and accountability for each individual valise	Tabletop inspection to be completed by the Authority
VTR7	The valise must provide protection to the internal components when exposed to significant temperature changes	Temperature cycling from [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	No visible damage to external or internal components	No visible damage to external or internal components	Mandatory	Requirement to comply with ISO 15027-2:2012 for Immersion Suits	Independent testing and acceptance trials conducted on behalf of the Authority.

Table 8: Valise Technical Requirements

2.6 TRAINING SUITS TECHNICAL REQUIREMENTS

a. In addition to the Operational SESE, there is a requirement to support the SMERAS Training Facility at HMNB Clyde and the throughput of personnel there. On average, 4 training programmes are run per week, equating roughly to 16 programmes per month and 200 programmes per year. With each training programme consisting of up to 20 personnel, an enduring solution is required to support up to 4,000 simulated tower escapes per year.

b. Purchase of an additional 4,000 operational SESE per year for training needs is not feasible, therefore the Authority require an enduring, ruggedised training variant of the operational SESE. The training variant is to have the same fit and function as the operational SESE, with more enduring material as necessary to support the volume of training programmes.

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold	Objective			
			Note 1	Note 1	Note 2		
TSTR1	The training SESE must be more durable than the operational SESE	More durable to facilitate repeat training runs and drills Testing to simulate multiple training runs to evidence durability	Ruggedised SESE Individual training SESE can support 3 months of training without damage	Ruggedised SESE Individual training SESE can support 3 months of training3 months continuous usage without damage	Mandatory	Training SESE must be made of more durable material than the operational SESE to enable multiple (up to 200 runs) uses in the training environment	Independent testing and acceptance trials conducted on behalf of the Authority.
TSTR2	The training SESE must be of the same fit and function as the	To enable training to be as representative as possible To include all 'appropriate features as found on the operational SESE,	Same fit and function as the	Same fit and function as the	Mandatory	Training SESE must have the same fit and function as the operational SESE to enable like-for-like	Independent testing and acceptance trials conducted on

Unique ID	System Requirement	Remarks	Measure of Performance		Candidate Priority	Justification	Proposed Validation Method
			Threshold	Objective			
			Note 1	Note 1	Note 2		
	operational SESE, including a dummy weight to replicate any attached life raft	including requirements for water leakage, dexterity, and mobility	operational SESE	operational SESE		training and ensure personnel are suitably qualified and experienced (SQEP) before working onboard.	behalf of the Authority. Tabletop inspection to be completed by the Authority
TSTR3	Training SESE must be permanently marked with a Serial Number, NSN, Manufacturer Name and Manufacturer Details	Markings must be readable and must not damage or degrade the valise	Fully marked and traceable	Fully marked and traceable	Mandatory	Markings must enable identification and allow full traceability and accountability for each individual training SESE	Tabletop inspection to be completed by the Authority
TSTR4	Training SESE should come with a means of upright storage between training programmes and sufficient storage and maintenance instructions	e.g., reinforced hanger	Storage equipment and care instructions included	Storage equipment and care instructions included	Mandatory	Suitable storage in between training programmes is required to enable repeated use, without introducing creases or folds etc. which may threaten the integrity of the SESE over time	Evidence of compliance to be provided to the Authority

Table 9: Training SESE System Requirements

3 ACTIVITY THREE SUPPLY SUPPORT

3.1 PACKAGING

- a. The Contractor must use the electronic business delivery form for all deliveries of Articles and performance of Services.
- b. The Contractor shall identify appropriate packaging requirements for the return of items to their premises to support Equipment Upkeep Management.

3.2 HANDLING

- a. The Contractor shall ensure that all packages are designed to be handled manually; if this cannot be achieved then sufficient information regarding weight, centre of gravity, mechanical lifting requirements, etc shall be provided to the Authority to enable safe handling.
- b. The Contractor shall provide protection for all electronic equipment deemed to be at risk from electrostatic discharge. The requirements for such protection are stated in ISO 61340-5-1:2007 (Basic Specification for Protection of Electrostatic Sensitive Devices).

3.4 STORAGE

- a. The Contractor shall identify Articles that either require special storage requirements or have a shelf life. Details are to be clearly displayed on the packaging.

4 ACTIVITY FOUR – EQUIPMENT UPKEEP MANAGEMENT

4.1 OPERATIONAL EQUIPMENT UPKEEP MANAGEMENT

a. It is desirable that the Operational SESE requires no maintenance for the duration of its design life.

b. If maintenance is required, the Contractor is to provide the Authority with a comprehensive maintenance schedule within twelve weeks of Contract award date. Any maintenance to be undertaken to allow the equipment to have the minimum 10-year serviceable life, as stipulated in this SOR, will be at the Contractor's expense.

4.2 TRAINING EQUIPMENT UPKEEP MANAGEMENT

a. It is a requirement of this Contract, that the Contractor provides a comprehensive maintenance schedule for the Training SESE for the full duration of its design life. The Contractor shall provide this maintenance schedule within twelve weeks of the Contract award date.

4.3 TRAINING UPKEEP REPAIR REQUIREMENTS

a. The Contractor shall provide the ability to repair ad hoc training equipment stipulated in this Statement of Requirements.

b. Each Repair will begin with a Strip and Survey. Following the receipt of a request for quotation via TAF, the Contractor will provide a Strip and Strip and Survey Firm price using the Rates at Schedule 16. The Contractor will submit this Quote within 10 working days of receipt of the Strip and Survey Articles or within a timescale which is approved by the Authority. The Contractor will ensure this price has a minimum 30 calendar days validity.

c. The Contractor will provide costs for packaging, handling, and distribution for RFQs.

d. Strip and Surveys shall be conducted in accordance with manufacturer's guidance and the Contractor's proposed survey methodology. As a minimum the stipulated requirements below shall be performed on each Article(s) by the Contractor (or its Subcontractors) before the Survey can be considered complete:

- i. Initial visual assessment to determine the Article(s) overall condition on arrival/receipt.
- ii. Initial functional checks to substantiate if the Article(s) has No Fault Found (NFF) or is considered pre-repair 'Beyond Economical Repair' (BER) or has intermittent/ partial/full fault condition.
- iii. Conduct detailed visual inspection of internal/external components for any sign(s) of corrosion, wear, bulging, cracking, partial discharge, bent or worn components, scorching or any other indication of degradation.

e. The Contractor shall complete Strip and Surveys and submit a Strip and Survey Report to the Authority within 20 working days. If the Contractor cannot complete the Strip and Survey within this timescale due to reasons such as Force Majeure, they should submit a request to the Authority for a time extension. Approval of the time extension is at the discretion of the Authority.

f. The Contractors Strip and Survey of the item to establish the cost of the repair, and the repair time required. The Contractor shall present this to the Authority in a Strip and Survey Report which will be sent to the Authority's Commercial Officer and Project Manager.

- g. The Strip and Survey Report will include as a minimum:
 - i. The appropriate Purchase Order (PO) reference number.
 - ii. Fully detailed firm repair price quotation (including labour and materials breakdown).
 - iii. Photographs.
 - iv. State of the Article upon receipt including:
 - a. Excessive wear/corrosion.
 - b. Unusual wear patterns.
 - c. Apparent lack of maintenance.
 - d. Packaging defects.
 - e. Completeness of equipment.
 - f. A list of component parts to be repaired.
 - g. The nature of the work to be undertaken.
 - h. Probable cause of failure if not normal wear and tear.
 - v. Recommend repair or BER (in accordance with 4.3.g).
 - vi. The work to be undertaken.
 - vii. Lead time of repair.

- h. Within the Strip and Survey Report, the Contractor shall determine what Category each Article is in the following Categories of Repair:
 - a. **Category 1 - No Fault Found** - The Article(s) have been found to have no fault or could be repaired during the strip and survey activity due to the simple nature of the fault and the associated low cost. The cost of any return should be included in the firm Strip and Survey Price.
 - b. **Category 2 – Repair** – The Article(s) have been found repairable and the repair cost is under 75% of the new manufacture price.
 - c. **Category 3 - Beyond Economical Repair or BER** - means that the Article has been found to be repairable but the cost of doing so makes the repair uneconomic on financial grounds. BER exceptions are listed under 4.4

- i. The Contractor is to identify trends in Strip and Survey reports and provide corrective recommendations to the Authority.

- j. If the Article(s) is deemed repairable then the Contractor shall provide a Firm price to complete the repair for the Authority using the Labour Rates at Schedule 16 (Rates). All repair quotations shall be expressly agreed by the Authority's Commercial Representative prior to work commencing and such agreement is at the Authority's sole discretion.

4.4 BEYOND ECONOMICAL REPAIR

- a. The BER threshold is set at a cost greater than 75% of the new manufacture price for the item.

- b. The Contractor may advise the Authority that repairs to Articles that exceed the 75% BER threshold present greater value for money than design change and purchase of alternate articles. In such circumstances the Authority will either provide written rejection of the recommendation, or a repair shall be authorised via an amendment to the repair Purchase Order.

- c. Exceptionally it may be necessary, because of operational reasons or obsolescence, to waive the BER Category, for example, if the item is in short supply and the lead time of a new build is not acceptable. The Contractor can only waive the BER Category upon receipt of approval from the Authority. The Contractor would then be advised on the action to take with items found to be BER.
- d. Any items identified for disposal are to be authorised by the Authority via email or MOD Form 651. Any items agreed to be disposed of are either to be disposed in the “best interests of the Crown,” with any proceeds from the sale credited to the Authority or disposed of via the Defence Equipment Sales Agency (DESA). Disposal directions shall be provided by the Authority and must be conducted in accordance with Def Stan 00-051 and Waste Disposal Regulations (WEEE).
- e. In the event that DESA cannot dispose of an item, the Authority may request the Contractor to dispose via the tasking process. Once a disposal route has been agreed and the items have been disposed, the Contractor shall provide the Authority with a MOD Form 650 for disposal to DESA nominated Contractors, or a MOD Form 650A for local disposals.
- f. The Authority retain the right on a case-by-case basis to increase or decrease the BER threshold. The Authority will make a judgment on a case-by-case basis and will authorise repair as deemed appropriate.
- g. The Authority reserves the right to reject the Contractor’s recommendation of BER following the Strip and Survey, to request a re-issue of the report, and if necessary, further checks at no additional cost to the Authority if the report does not demonstrate with evidence that the minimum checks have been performed in full. and if necessary, further checks at no additional cost to the Authority if the report does not demonstrate with evidence that the minimum checks have been performed in full.
- h. If, following the event that the Contractor has carried out all minimum checks and reports the Article(s) as BER, then the Authority reserves the right to order the delivery of the Article(s) to a third-party agency or Company not subject to this contract (at the Authority’s expense) for external validation prior to the Contractor invoice of the PO. If during this external validation a tangible fault is identified, the Authority reserves the right to withhold payment for the associated Survey activity. This right of the Authority applies even if the fault is identified on a sub-component below the efficient level of repair proposed by the Contractor. However, this Authority right does not apply in the following cases:
- i. The identified fault provably occurred while the component was in the custody of the Authority or the third-party agency.
 - ii. The identified fault provably occurred as the result of the actions of any courier or delivery agent after the point the article is formally provided to them either to or from the third-party agency unless this courier was arranged by the Contractor.
- i. In these cases, the Authority reserve the right to withhold payment of the survey until the external validation is completed by a third-party agency or company not subject to this contract.
- j. Where the Authority agrees that an Article is BER, the Contractor shall dismantle the Article if it is considered by the Contractor that there is benefit in retrieving reusable/serviceable or repairable lower replaceable units and/or parts on economical or availability grounds. The details of these parts shall be provided to the Authority to enable further instructions to be issued.

k. The Contractor shall notify the Authority of any Article modifications that are deemed necessary to ensure compliance with the latest statutory legislation and to maintain its continued safety.

l. Modifications agreed by the Authority shall be incorporated by the Contractor at the time of the repair and refurbishment.

m. The Contractor shall repair/restore Article(s) to 'serviceable as new' condition, such that it will satisfactorily meet the performance and design intent specified (reliability, strength, fit-form-function, environmental, Electro Magnetic Compatibility (EMC), Mean Time Between Failure (MTBF) and where applicable Safety assessment specifications) when new, considering the effects of any Ministry approved modifications subsequently incorporated, or later agreed by formal concessions (Def Stan 05-61 (Part1)) granted by the Authority.

4.5 CONCESSIONS

a. Where the Contractor cannot supply Articles to the full specification and part number identified by the characteristics of the NATO Stock Number, then the Contractor shall raise a request for concession in accordance with the requirements of DEFSTAN 05-61 Part 1. The request for concession shall include full and comprehensive details of the variation from the specified Article, the impact on the safety of the Article, the changes in the cost and shall indicate the reasons and benefits to the Authority of its acceptance. All requests for concession(s) shall be submitted to the Authority's designated Quality Assurance Focal Point (QAFF) with a copy also being sent to the Authority's TLS Manager.

b. The Contractor is responsible for processing all concession applications from their sub-Contractors; this responsibility is to be notified to all levels of the supply chain. If the prime Contractor identifies that the application pertains to a major non-conformance, the Contractor shall submit it to the Authority for a final decision. If the sub-Contractor is the Article Design Authority, the sub-Contractor must indicate their support by endorsement of the concession application form. When the Authority has decided, the concession form will be returned to the Contractor who will forward it to the sub-Contractor.

c. The Contractor is required to ensure suitable arrangements are in place with sub-Contractors for the processing of major and minor non-conformances. The Authority may consider using the Services of the Government Quality Assurance Representative (GQAR) to ensure that the sub-Contractor controls exercised by the Contractor are effective.

d. The Contractor shall supply, ex works, repaired Articles packaged in accordance with the packaging requirements, to Ministry Stores Inwards Shippers, as specified in the PO or under a Diversion Order for urgent items.

e. When circumstances require the Article(s) to be diverted from the original consignment address direct to a vessel the Authority will raise a diversion order and will advise the revised consignment requirements/address by email. In the event, that this requires the Contractor to deliver the items in accordance with then the Contractor shall submit a Firm Price quotation for any additional cost incurred within 5 working days. No additional work begin until the Authority has authorised any additional costs.

4.6 DISPOSAL OF HAZARDOUS MATERIAL

a. The Contractor shall maintain a Control of Substances Hazardous to Health (COSHH) Register of the Authority's assets and record the disposal of hazardous material(s). The Contractor will maintain a Hazard Log recording the controlled disposal of hazardous material. Where such disposal is necessary then the Contractor shall generate a protocol

that will satisfy the appropriate authorities, describing how such materials are disposed of and shall include methodology, quantity, and certification.

b. The Contractor shall recognise and apply the principles within JSP 418 (MoD Sustainable Development and Environmental Manual) when disposing of any Article.

c. Where it can be demonstrated that retention of part repairable items for reuse will deliver savings to the MoD, without compromising availability, reliability, or Safety, then the Contractor shall demonstrate such savings to the Authority for agreement

5 FIGURES

5.1 FIGURE 1 – [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]

5.2 FIGURE 2 – BS EN 14143:2013 REFERENCE POINT

[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]

Schedule 12 – Earned Value Management

Annex A - Level 4 Project Controls Requirements Terms and Definitions

Term	Definition
Actual Cost of Work Performed (ACWP or AC)	This is what the work achieved actually cost. The sum of all cost incurred or accrued up to a point in time.
Association for Project Management (APM)	A UK based chartered body for the project profession that sets standards and values that describe the benchmark for professional project management. For Earned Value Management and Project Controls, the APM guidelines are embodied in these publications: <ol style="list-style-type: none"> 1. <i>Earned Value Management: APM Guidelines (2008)</i>, 2. <i>The Earned Value Management Compass (APM,2010)</i>, and; 3. <i>The Earned Value Management Handbook (APM, 2013)</i>. 4. <i>A Guide to Conducting Integrated Baseline Reviews (IBR) (2016)</i> 5. <i>Interfacing Risk and Earned Value Management (2008)</i>. 6. <i>Planning, Scheduling, Monitoring and Control (APM 2015</i>
Budgeted Cost for Work Performed (BCWP)	This is what the amount of work achieved should have cost, according to the planned budget.
Budgeted Cost for Work Scheduled (BCWS)	This is the detail of the plan, what is being done, and includes the schedule for the expenditure of budgeted resources necessary to meet project scope and schedule objectives, forming the basis for both the time and cost assessment of the progress of a project
Basis of Estimate (BoE)	The rationale for the estimates that underpin the budget and schedule data; a definition of how each estimate was derived and any associated assumptions.
Basis of Schedule (BOS)	A record of the planning methodology and context for the schedule, highlighting overall duration, schedule reserve, key dates, critical path and assumptions and relationship with other schedules.
Change Control	A process for ensuring configuration control and obtaining appropriate approval
Contract Budget Baseline (CBB)	The amount of the authorised cost of a contract and the estimated cost of authorised non-priced work. This is the baseline that measures cost compliance.
Contract Cost and Schedule Status Report (CSSR)	A simplified report that provides to DE&S a Contractor's position with regard to planned, actual and forecast expenditures over the period of performance of the contract.
Contract Data Requirements List (CDRL)	A listing of the deliverables in a contract.
Contract Extensions	An expansion of some element of a contract that may increase the period of performance or scope of work
Contract Line Item Number (CLIN)	A clause in a contract that identifies the items or services being acquired.

Term	Definition
Contract Master Schedule (CMS)	The Contractor's schedule for accomplishing the scope of work.
Contract Milestones	Those points in time when the Contractor will achieve or expects to receive significant deliverables
Contract Performance Reports (CPR)	A set of reports used in an Earned Value Management System that complies with the APM requirements and EIA 748.
Contracting, Purchasing and Finance (CP&F)	A DE&S software tool.
Contract Work Breakdown Structure (CWBS)	That portion of the DE&S Work Breakdown Structure which devolves the Contractor's scope of work into manageable subordinate elements.
Contract Work Breakdown Structure (CWBS) Dictionary	The definition of the content of each element in a WBS that makes clear the scope, schedule and cost associated with each element
Control Account	An element of the Work Breakdown Structure (WBS) where control of scope, schedule and cost are assigned to a responsible person
Control Account Manager (CAM)	The person responsible for achieving the scope, schedule and cost associated with an element of the Work Breakdown Structure.
Cost Variance (CV)	An EVM term for the difference between the value of work performed and its cost. (BCWP-ACWP=CV)
Data Item Description (DID)	Document defining the data required from a Contractor
DEFCON(s)	Defence Conditions to be held in the contract. Refer to KiD for condition and their associated defence forms (DEFFORMS)
DEFFORMS	Defence Forms
Defined Pricing Structure (DPS)	A format defined within UK regulation requiring industry to provide data to the Government for all Single Source Qualifying Defence Contracts. A product or service orientated hierarchy that defines the logical relationship among all components to a specific level that does not constrain the Contractor's ability to define or manage the project or resources to deliver that project
Earned Value Management Plan (EVMP)	A description of how the Earned Value Management System will be applied.
Earned Value Management System (EVMS)	A sound management approach that provides all levels of management with early visibility into cost and schedule performance. An EVMS will: <ul style="list-style-type: none"> • Relate time-phased budgets to specific contract tasks or statements of work. • Provide the basis to capture work progress assessments against the baseline plan. • Relate technical, schedule, and cost performance. • Provide valid, timely and auditable data and information for proactive project management analysis and action. • Supply managers with a practical level of summarisation for effective decision making.
EIA	Electronic Industries Alliance.
Government Furnished Asset (GFA)	An asset that is furnished by the government.

Term	Definition
Government Furnished Equipment (GFE)	Equipment that is furnished by the government.
Government Furnished Information (GFI)	Information that is furnished by the government.
Government Furnished Structures (GFS)	Structures or facilities that are furnished by the government.
Government Furnished Items (GFI)	Includes Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), and Government Furnished Structures (GFS).
Integrated Baseline Review (IBR)	An assessment of the content and integrity of the performance measurement baseline.
Major SubContractor(s)	Those subContractors where the subContractor portion of the overall contract cost is equal to or greater than 20% or £20M of the contract
Managerially Significant	Having importance and recognition to the management team.
Mandated EVMS Review	A required assessment.
Mandated Reviews	Required assessments.
New Contract Phases	Additional, subsequent portions of a scope of work.
Nominated EV Standard	The standard that has either been mandated or agreed as governing the Earned Value requirements for a contract.
Payment Milestone	A milestone that has a payment value associated with it.
Performance Measurement Baseline (PMB)	A time-phased budget of the work to be performed against which cost and schedule performance is measured
Pre-Contract Award Readiness Review	An assessment of a Contractor's ability to execute a contract should it be awarded
Project Control Manager (PCM)	The senior member of the project control team.
Project Controls	The organisation tasked with developing and implementing data gathering, management and analytical processes that predict, understand and constructively influence time and cost outcomes.
Project Controls System Description (PCSD)	A narrative that identifies and describes how a project control system will be implemented, including the data gathering, management and analytical processes used to predict, understand and constructively influence time and cost outcomes.
Project Management Plan (PMP)	A narrative that documents the actions necessary to define, prepare, integrate and coordinate the various project activities, including how it will be executed, monitored, controlled, and closed.
Readiness Assessments	The Contractor process for measuring organisational preparedness and identification of needs and development prior to the execution of major phases of a contract.
Risk Register	A log or table that contains the identified risks for performing a body of work. It includes a description of the risks, a description of the actions which are to be taken to avoid or reduce the risk, the probability of occurrence and the impact if realised.

Term	Definition
Statement of Work (SOW)	A narrative of the scope to be accomplished.
Suitably Qualified and Experienced Personnel (SQEP)	A person or persons with sufficient demonstrated experience and relevant qualifications to provide assurance that they will be able to accomplish the work assigned to them.
Schedule Variance (SV)	The difference between the Earned Value (EV) and the Planned Value (PV).
System Surveillance	An assessment which is undertaken to assure that a system, such as an EVMS, is performing as expected.
Variance at Completion (VAC)	The difference between the Budget at Completion (BAC) and the Estimate at Completion (EAC).
Work Breakdown Structure (WBS)	Defines how the scope of work is subdivided to accomplish the overall objective.

Annex B - Project Controls Requirements**1. Project Control System Implementation**

- 1.1. The Contractor, in accord with CDRL (DID-PC-001A), shall develop, deliver and update as needed over the term of the contract, a Project Management Plan (PMP) that:
 - 1.1.1. Describes a PC system that is compliant with the Planning, Scheduling, Monitoring and Control (APM 2015); and
 - 1.1.2. Describes how tools, processes and Suitably Qualified and Experienced Personnel (SQEP) are available to support the implementation and use of a PC system throughout the contract duration. The Contractor shall conduct Project Management in accordance with the Approved PMP until contract completion.
 - 1.1.3. Describes how the PC system is governed, lists the accountabilities and outlines the approval and timeframe for regular review and updating.
 - 1.1.4. Details how configuration control is applied to the PC system. Describes the Change Control process (including but not limited to change to the PMP, engineering, technical, baseline, or contract changes).
 - 1.1.5. The Contractor shall facilitate the Authority's Representative to conduct a Pre-Contract Award Readiness Review to enable assurance to the Authority of the Contractor's ability to comply with the contract.

2. Contract Work Breakdown Structure

- 2.1. The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL (DID-PC-002A) that meets both the Authority reporting requirements and can be aligned with the Defined Pricing Structure (DPS) where applicable.
- 2.2. The Contractor shall manage the Contract in accordance with the approved CWBS & CWBS Dictionary. Alignment of data from CWBS to Contract Line Item Number (CLIN) is to be maintained to enable the Authority Contracting, Purchasing and Finance (CP&F) data requirements.
- 2.3. The Contractor shall maintain and update the CWBS Structure and Dictionary throughout the contract using configuration control as defined within the agreed Change Control Process. Proposed changes to the CWBS that may affect Authority or DPS requirements must be provided to the Authority, within one week of the change being proposed, and must include an updated CWBS Dictionary for Approval. No change that may affect Authority requirements may be implemented without prior approval.
- 2.4. The Contractor may amend the approved CWBS or CWBS Dictionary, without first obtaining the Authority's approval under clause 2.3 as long as changes are formally recorded as part of the agreed Change Control Process under delegated authority and:
 - 2.4.1. All elements affected by the amendment are below the reporting level;
 - 2.4.2. The amendments are consistent with the Approved CWBS; and
 - 2.4.3. The Authority is notified within thirty days of the changes being made.

2.5. The CWBS implemented shall enable reconciliation of the PC System back to the Contract Price.

3. Contract Master Schedule (CMS)

3.1. The Contractor shall develop, deliver and update a Contract Master Schedule (CMS) in accordance with CDRL-(DID-PC-003A). This will include the Baseline, a current forecast schedule with the updated performance against the Baseline, and a high-level summary schedule as agreed with the Authority.

3.2. The Contractor shall use the approved CMS as the primary schedule for managing the Contract.

3.3. The Contractor shall conduct schedule health checks to assure compliance with DE&S standards consistent with the [Defence Contract Management Agency \(DCMA\) Fourteen Point Schedule Health Checks](#), or as otherwise agreed with the Authority.

3.4. The Contractor shall ensure that the CMS fully incorporates all of the defined scope within the CWBS and will be used as the basis of the Baseline.

3.5. Rolling wave planning may be used when establishing the baseline schedule to set the detail at an appropriate level in relation to the understanding of the work to be delivered. Typically, the planning horizon between detailed work packages and outline planning packages would be approximately 18 months or at natural project break points, as agreed with the Authority. Where planning packages are used they are expected to have a defined scope, duration and associated budget.

3.6. The Contractor shall ensure that the CMS is created in a format that allows an Export file compatible with scheduling software as defined by the Authority, e.g. Primavera P6 XER or XML file. The output of any alternative software systems must be compatible with being translated to an alternative file format as agreed by the Authority.

3.7. The Baseline must be under configuration control with any approved changes in accord with the standards defined in Annex B - Project Controls Requirements. The Baseline change log shall describe the changes to time and budget to Control Account level on the change request.

3.8. The Contractor shall preserve a record of historical Planned cost and not implement retroactive changes, including but not limited to re-baselining the Baseline, unless approved by the Authority.

3.9. The Contractor may amend the agreed CMS, without first obtaining the Authority's Approval under clause 3.7 as long as:

3.9.1. payments under the Contract are not affected;

3.9.2. the Baseline dates for Contract Milestones are not affected;

3.9.3. the ability of the Authority to meet its obligations under the Contract is not affected; and,

3.9.4. it does not impact any Authority dependent activities.

3.10. Authority approval of an amendment to the Approved CMS under clause 3.9 shall be obtained when the next update to the CMS is required, as specified in the DID.

- 3.11. Authority Approval of an amendment to the approved CMS shall not affect either party's responsibilities or obligations under the PC system.
- 3.12. If the Contractor becomes aware that the baseline is no longer achievable, they shall notify the Authority within seven days.

4. Risk and Opportunity Management

- 4.1. In accordance with DID-PC-005A, the Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a risk process to be jointly managed with the Authority.
- 4.2. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.

5. Change Control

- 5.1. The Contractor shall identify a process that ensures their Baseline is not changed without appropriate analysis, communication, and approval. The change control process shall:
 - 5.1.1 Document, track and communicate changes to the Baseline
 - 5.1.2 Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control
 - 5.1.3 Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data
 - 5.1.4 Prevent revisions to the program budget except for authorised changes
- 5.2. The Authority shall review, and the Contractor shall ensure that the change control process and procedures meet the needs of the Authority, in accord with DID-PC-006A.

6. SubContractor Management – Project Control

- 6.1. The Contractor shall ensure that all Major SubContractors shall manage their contracts in accordance with the Contractors own approved project management and Project Management Plans.
- 6.2. Contract elements delivered by Major SubContractor(s) must be listed in the Contractor PMP or Contractor Management Plan (as appropriate) with the value and scope of the Subcontract. Major SubContractors must have separate Control Accounts within the Contractors Baseline.
- 6.3. Unless otherwise agreed by the Authority, the minimum requirement for a Project Control Management System (including CWBS, CMS and SubContractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to

represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:

- 6.3.1. in excess of 12 months and the Subcontract price exceeds £20m;
- 6.3.2. represents more than 20% of the contract value;
- 6.3.3. As deemed appropriate by the Contractor; or,
- 6.3.4. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the Subcontract.

7. SubContractor Project Controls Management Requirements

- 7.1. Where Project Controls Management System (PCMS) requirements flow down to a SubContractor, the SubContractor shall maintain and use, throughout the delivery of the Subcontract, a PCMS compliant with the Contractor requirements of this Contract.
- 7.2. The Contractor shall ensure the SubContractor's PCMS is compliant during Contractor Pre-Contract Readiness Reviews, or at the point of Subcontract Award, with the requirements of this Contract.
- 7.3. The Contractor shall be responsible for reviewing and accepting the SubContractor's Baseline.
- 7.4. The Contractor shall permit Authority Representative(s) to participate in any review associated with the SubContractor's PCMS to ensure compliance of the Subcontract PCMS with the requirements of the Contract.
- 7.5. The Contractor shall give the Authority at least thirty days prior notice in writing of when a SubContractor Review is to be carried out.
- 7.6. The Contractor shall make available to the Authority records and source data that supports any PCMS compliance review of a SubContractor's PCMS within thirty days of receipt or production.
- 7.7. The Contractor shall include status data from approved SubContractors within their same status as the Contractor's data when preparing Contract Cost and Schedule Status Report CSSRs in accordance with DID-PC-004A.

8. Deliverable Data Formats

- 8.1. The Contractor shall ensure that project/programme data can be exchanged using the Authority preferred software tools. These include:
 - 8.1.1. Microsoft Office tools for narrative documents;
 - 8.1.2. Primavera P6 for schedules; or outputs that can be translated to a XER or XML file as agreed by the Authority.
 - 8.1.3. Microsoft Excel compatible for numerical reports
 - 8.1.4. Risk Register from Active Risk Manager (ARM) or similar

The output of an alternative software system must be compatible with being translated to a XER or XML format file or alternative file as agreed by the Authority. The Contractor shall ensure that the CMS is created in a format that allows an export file compatible with scheduling software defined above or as approved by the Authority.

Annex C1 – Project Controls Management Plan - DID-PC-001A

1. **Title:** PROJECT CONTROLS MANAGEMENT PLAN (PCMP)
2. **Number:** DID-PC-001A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The PCMP documents the Contractor's plans, methodologies and processes for ensuring compliance with the PCMS requirements of the Contract. The PCMP shall include a description of the system structure and data flows, Project Controls System Description (PCSD), plans for implementation and subsequent review and maintenance of the Contractor's PCMS.
7. **Use/Relationship:**
 - 7.1. The Authority will use the PCMP to:
 - 7.1.1. Gain confidence that the full scope of work related to the PCMS Contractual requirements, together with associated system implementation risk have been captured and are within the plan for implementation of a compliant PCMS on the Contract;
 - 7.1.2. Review and assess the Contractor's proposed PCMS for:
 - 7.1.2.1. compliance with the requirements of the Contract;
 - 7.1.2.2. the PCMS ability to support effective Contract Performance Management; and
 - 7.1.2.3. the PCMS ability to meet the Authority's data requirements.
 - 7.1.3. Understand the design and functionality of the Contractor's PCMS as the basis for the conduct of PCMS related reviews;
 - 7.1.4. Gain confidence that the Contractor has appropriate controls procedures in place to maintain a compliant system during the course of the Contract; and,
 - 7.1.5. Form a basis for assessing the ongoing compliance of the PCMS.
 - 7.2. The PCMP is subordinate to the Project Management Plan (PMP) where this document exists.
8. **Applicable Standards, Governance & Related Documentation**
 - 8.1. The Project Controls Management Plan (PCMP) shall describe an PCMS that is compliant with the Association for Project Management (APM)
9. **Reference Documents**
 - 9.1. Association for Project Management (APM)
 - 9.1.1. Planning, Scheduling, Monitoring and Control (APM 2015)
 - 9.2. DCMA Fourteen Point Schedule Health Check.
10. **Requirements:**
 - 10.1. PCMP Overview
 - 10.1.1. The PCMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's PCMS activities related to this contract. Any risks identified with the Contractor's PCMS implementation and operation shall be documented in the Risk Register; however, the PCMP shall describe the risk management strategies associated with any PCMS implementation and operation related risks.
 - 10.1.2. Configuration Management to be defined within the context of EV within the EVMP.

10.2. Project Controls Implementation

- 10.2.1. The PCMP shall describe the processes and schedule that the Contractor intends to use to implement the PCMS including:
 - 10.2.1.1. a description of the areas of non-compliance between the Contractor's current project management system and the PCMS contractual requirements
 - 10.2.1.2. the corrective actions planned to be undertaken to rectify the areas of non-compliance, including the timeframes involved.
 - 10.2.1.3. identification of any new or modified procedures, an overview of the scope of the new or modified procedures, and the responsibilities and timeframes for developing and approving these procedures;
 - 10.2.1.4. identification of areas of risk to the proposed PCMS implementation and proposed mitigation strategy;
 - 10.2.1.5. a summary of the implementation schedule, with the full implementation schedule being provided as part of the Contractor Master Schedule (CMS);
 - 10.2.1.6. a description of the activity to ensure SubContractor implementation of PC related contract requirements.

10.3. PCMS Description

- 10.3.1. The PCMP shall provide a description of the Contractor's PCMS that demonstrates compliance with the requirements of the contract covering all relevant PC Criteria as defined by the applicable standard. Where Contractor generated processes are referenced copies are to be provided to the Authority. These will include, but not be limited to, processes for Work Authorisation, Scheduling, Risk Management, Change Management, Cost Control, and Accounting processes

10.4. Contractor PCMS Assurance

- 10.4.1. The PCMP shall describe the Contractor's PCMS quality assurance strategy to ensure that the PCMS remains compliant with the requirements of the Contract, including:
 - 10.4.1.1. The criteria to determine that an PCMS Review is required; and,
 - 10.4.1.2. the company roles/personnel involved in the reviews/activities.
- 10.4.2. Details of any continuous improvement process the company utilises. Results of Contractor Internal PCMS Assurance reviews and processes shall be shared with the Authority.

10.5. Project Controls Performance Reports

- 10.5.1. The PCMP shall describe the PCMS performance reporting processes and timescales used by the Contractor. The PCMP shall confirm adherence to the Contract Terms & Conditions by describing the reporting levels, structures reporting levels by CWBS elements.
- 10.5.2. The PCMP shall confirm the electronic formats to be used for the provision of EVMS data to the Authority in order to facilitate data transfer and analysis.
- 10.5.3. The PCMP shall describe the level and methodology to produce trend data.

10.6. Data Integrity Checks

- 10.6.1. The PCMP shall detail the methodology and frequency of data and schedule health checks.
- 10.6.2. The PCMP shall define the process through which it will be possible to reconcile the financial data within the system back to the contract value (price).

10.7. PCMS Related Reviews

- 10.7.1. The PCMP shall describe the facilities and support that will be provided to the Authority in support of PCMS Reviews. This should include but is not limited to:
 - 10.7.1.1. The provision of supporting documentation to the Authority review team no later than forty-two days prior to a review;
 - 10.7.1.2. All documentation shall be delivered electronically to the Authority;
 - 10.7.1.3. Documentation delivered in support of a review shall be the final version that will be presented at the review unless otherwise agreed by the Authority;
 - 10.7.1.4. Selected Control Account Managers (CAM) and Project Management & Control staff shall be available to support pre-planned interviews; and,
 - 10.7.1.5. Access provisions are to be made for the review of documentation in electronic formats such as PCMS process and procedures, schedules, documentation and any related data requested to support the review.

10.8. PC Flow Down to Major SubContractors

- 10.8.1. Unless otherwise agreed by the Authority, the requirement for an PCMS (including PCMP, CWBS, CMS and SubContractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:
 - 10.8.1.1. in excess of 12 months and the Subcontract price exceeds £20m;
 - 10.8.1.2. represents more than 20% of the contract value; or
 - 10.8.1.3. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the Subcontract.
- 10.8.2. The PCMP will detail a list of all significant Subcontracts (where the subContractor portion of the overall contract cost is => 20% or £20M) incorporating the following information:
 - 10.8.2.1. Subcontract title and description;
 - 10.8.2.2. Subcontract type;
 - 10.8.2.3. Subcontract value and Duration;
- 10.8.3. SubContractor PCMS experience including standards that applied and any formal recognition of the applied PCMS.
- 10.8.4. The PCMS Description of Flow Down arrangements to each Subcontract shall include the following information:

- 10.8.4.1. Contractors Plans for assessing PC maturity to meet the Authority's PC Standards and Contract Requirements, including plans for SubContractor Reviews. Note the Authority shall be given the opportunity to participate in these reviews in accordance with the Contract terms.
- 10.8.4.2. Plans for Subcontract report data incorporation against WBS and Schedule Reports.
- 10.8.4.3. Proposed timing of Subcontract data incorporation

11. Preparation Instructions:

- 11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
- 11.2. Where referenced information is included, it shall refer to the lower-level PCMS procedures, these referenced procedures and any related instructions shall be delivered as attachments to the PCMP.
- 11.3. The content requirements of this data item should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the EVMS requirements of the Contract.

Annex C2 – Contract Work Breakdown Structure (CWBS) and Dictionary – DID-PC-002A

1. **Title:** CONTRACT WORK BREAKDOWN STRUCTURE (CWBS) and Dictionary
2. **Number:** DID-PC-002A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The Contract Work Breakdown Structure (CWBS) is the Contractor's extension of the Authority Work Breakdown Structure (WBS) and forms the framework for Contract planning, management and status reporting and for estimating costs, schedule and technical achievements at completion.
7. **Use/Relationship:**
 - 7.1. This DID summarises the format and content for the CWBS Structure and Dictionary and provides preparation instructions to support the data and frequency requirements specified in the contract. This DID applies to all contracts that require a CWBS.
 - 7.2. The purpose and intent of the CWBS, and associated Dictionary, is to document and understand the Contractor's product-oriented deliverable scope and planned approach to performing the contract.
 - 7.3. CWBS at the nominated reporting level will be used in the CSSR.
 - 7.4. The CWBS is related to, and shall be consistent with, the Contractor's Project Controls Management Plan (PCMP) (DID-PC- 001A) and the Contractor Master Schedule (CMS) DID-PC-003A.
8. **Applicable Standards, Governance & Relevant Documentation**
 - 8.1. As per the example provided in the tender submission
9. **Requirements**
 - 9.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
 - 9.1.1. Configuration control of the CWBS and its Dictionary must be maintained throughout the Contract. Changes to the CWBS or its Dictionary affecting the Authority WBS & WBS Dictionary require the prior approval of the Authority.
 - 9.1.2. All contract scope must be included in the CWBS Dictionary.
 - 9.1.3. The CWBS shall be developed in as much detail as required to define the work effort into manageable parts that successfully achieve the end objective of the Contract.
 - 9.1.4. The CWBS Dictionary shall define in detail the scope of work included against each CWBS element. It shall correlate all Contract deliverables (CLINs, CDRLs and accomplishment of Mandated Reviews) against the lowest level of CWBS elements to ensure responsibility for delivery of all items is assigned and planned appropriately.
 - 9.1.5. The CWBS shall be consistent with the DPS where appropriate.
 - 9.1.6. The CWBS will also include additional data as described below.
 - 9.2. Contract Work Breakdown Structure
 - 9.2.1. The CWBS is a hierarchical family tree arrangement of WBS elements, defined by:
 - 9.2.1.1. Specific interface points to the Authority's WBS;

- 9.2.1.2. Incorporating any contractually required high-level WBS structure; and
- 9.2.1.3. Lower level elements of the Contractor's WBS necessary to provide an appropriate framework throughout the project for product and service definition and control. Including allowing invoicing alignment to CLINs to provide the Authority with P3M system monthly reconciliation.
- 9.2.2. The CWBS Structure shall comprise of:
 - 9.2.2.1. CWBS/WBS Code. The preferred convention is to use a numeric structure starting with the Authority WBS Code for the relevant CWBS element.
 - 9.2.2.2. CWBS Element Level. The level of the CWBS element.
 - 9.2.2.3. CWBS Element Name. The title of the CWBS element using the specific name or nomenclature. The CWBS element names used in the CWBS Structure must be identical for the same element in the CWBS Dictionary.

9.3. Contract Work Breakdown Structure Dictionary

- 9.3.1. The CWBS Dictionary includes narrative descriptions of each WBS element scope and reference data to support tracing to other documents. The following features should be included (where applicable to each level):
 - 9.3.1.1. CWBS/WBS Code. The same codes used in the structure.
 - 9.3.1.2. CWBS Element Level. The level of the CWBS element. It is desirable to note where the WBS element represents a Contractual Reporting Level, a Control Account, or, where relevant, a Work Package.
 - 9.3.1.3. CWBS Element Name. Enter the same element names used in the CWBS structure.
 - 9.3.1.4. CWBS Approved Changes. List of changes approved in the change control process
 - 9.3.1.5. CWBS Element Status. Status of Scoping Statement (Draft/Approved)
 - 9.3.1.6. Scoping Statement version number & Revision date
- 9.3.2. CWBS Scope Definition. Enter a complete description of the work content of each CWBS element. It is important that the Contractor specifies all hardware and software equipment that are associated with each WBS element. The work content definition must include a short description of the process used to design, produce or sustain the end item or service. The description must address the types of activities (e.g., design, production, analysis, or management) included within the CWBS element. These descriptions must include information on whether the reporting Contractor or a SubContractor is performing the work being described.
- 9.3.3. CWBS Dictionaries must reflect only the work that is being completed within the contract for which the document is being submitted.
 - 9.3.3.1. If work is not expected to occur for a given CWBS element, the CWBS Dictionary definition must indicate that this element is not applicable.
 - 9.3.3.2. If work at some elements is being performed by a Supplier/SubContractor, the Dictionary must state this. Similarly, if the CWBS is for a Subcontract/supplier, the work defined for each element must be specific to the SubContractor/supplier's scope of effort and must not include the prime Contractor's work.

9.3.3.3. If there are Government Furnished Assets (GFA) items being integrated into the end item, it is not expected that a detailed description of those items is provided, however, all GFA items being integrated into the system as part of the contract must be labelled as such in the CWBS Dictionary under the appropriate elements.

9.3.4. Typical features of the Scope Definition include:

9.3.4.1. PURPOSE: One or two sentences summarising why the scope exists.

9.3.4.2. BOUNDARIES: Explicit statements of what is in or out of scope to describe the boundaries. Consider including things by exception (obvious boundaries don't need stating whereas more subtle boundaries will require more description). To add clarity, it is desirable to indicate where the excluded scope is captured (e.g. alternate WBS/alternate Contract/ Customer)

9.3.4.3. STRATEGY: How is the scope to be delivered? Is it Prime Contractor Scope or is it to be Subcontracted? Is the strategy summarised in policies or processes?

9.3.4.4. KEY ASSUMPTIONS and EXCLUSIONS: Any top-level assumptions and exclusions that have been made in the definition of this scope, identifying clear interface points in delivery, and subsequent planning. For example: 'It is assumed that System X's design will reuse the power-plant from System Y.' If this assumption were to change, it would likely have scope, time and cost implications and so the baseline would require a change proposal.

9.3.4.5. ACCEPTANCE CRITERIA: How will you know when the scope is complete (where appropriate, generally when there are deliverables/products).

9.3.4.6. DEPENDENCIES: Identify interdependencies with other WBS elements. If there is a particularly important dependency on another area of this project's WBS then consider including it. It is desirable to note the delivering WBS element. Interdependencies with of from the Authority should be identified and captured in accordance with the above instructions.

9.3.4.7. PRODUCTS/OUTPUTS: Insert the key deliverables particularly those that form dependencies to other WBS element (it is desirable to note the receiving WBS element) or contract deliverables or review requirements. Scope without deliverables is acceptable, but this should not be the norm.

9.3.4.8. Cross-reference to the conditions of contract and Statement of Work (SOW) that informed the scope definition, or other traceability references (a reference matrix for SOW clauses to the WBS may be desirable), or the applicable standards or references that determine the scope.

9.4. Subcontracted Activities

9.4.1. Subcontracted activities shall be identified in one or more separate WBS which shall be integrated into and identifiable within the CWBS. In the

circumstance that one SubContractor is supplying products to multiple CWBS elements or work packages:

- 9.4.1.1. the WBS shall maintain a product structure reflecting the specification tree;
- 9.4.1.2. the responsibility for specifying each product shall remain with the design engineer for the WBS element to which the product belongs;
- 9.4.1.3. the cost of each product shall remain with the WBS element to which it belongs; and
- 9.4.1.4. a commercially clean interface can be maintained with the SubContractor by creating a Subcontract Management WBS element for each such Subcontract.

10. Preparation Instructions:

N/A

11. Data Format & Delivery Instructions

- 11.1. Routine reporting shall be at the appropriate level as agreed with the Authority to represent a Managerially Significant breakdown of the work for all Contractors unless otherwise defined in the Contract terms or PCMP.
- 11.2. More detailed reporting of the CWBS shall be required for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a Project. Consult with the Authority for guidance as needed.
- 11.3. The CWBS will be prepared and submitted in an electronic format that is either Microsoft Word or Microsoft Excel compatible.

Annex C3 – Contractor Master Schedule (CMS) – DID-PC-003A

1. **Title:** CONTRACTOR MASTER SCHEDULE (CMS)
2. **Number:** DID-PC-003A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The CMS describes the contracted activities, milestones and decision points to enable the objectives and deliverables of the contract to be satisfied. The CMS will define the project schedule status through a comparison of the current schedule status and appropriate accepted baseline schedule.
7. **Use/Relationship:**
 - 7.1. The Authority will use the CMS to:
 - 7.1.1. Provide visibility into the Contractor's planning baseline and current forecast schedules;
 - 7.1.2. Understand and evaluate the Contractors approach to meeting the requirements of the contract;
 - 7.1.3. Monitor Contractor progress in meeting the requirements of the contract;
 - 7.1.4. As a source of input when completing Authority planning activities; and,
 - 7.1.5. Understand the required touch points between the Contractor's and the Authority's work.
 - 7.2. The CMS relates to the following documents required within the contract:
 - 7.2.1. Project Controls Management Plan (PCMP);
 - 7.2.2. Project Management Plan (PMP); and,
 - 7.2.3. Contract Work Breakdown Structure (CWBS).
 - 7.3. The CMS shall be traceable and integrated with:
 - 7.3.1. The CWBS (DID-PC-002A) – all activities and milestones on the schedule will be coded to the lowest level of the CWBS that represent the scope to which the activity pertains;
 - 7.3.2. Contract Milestones – shall be clearly identifiable within the logic linked activity network;
 - 7.3.3. The Contractor's PCMS – the integration of scope, schedule and budget will be undertaken around the CWBS, which will form the primary structure for PC Performance reporting; and,
 - 7.3.4. Each submission of the CMS shall be consistent with the associated Contract Performance Report (CPR) delivered within this Contract.
8. **Applicable Standards, Governance & Related Documentation**
 - 8.1. Nominated EV Standard - unless otherwise stated in the Contract Terms and Conditions.
 - 8.2. Defence Contract Management Agency (DCMA) Fourteen Point Schedule Health Checks, or as otherwise agreed with the Authority.
9. **Requirements:**
 - 9.1. The CMS shall be capable of comparing planned and current forecast data and being displayed in a variety of formats to include;
 - 9.1.1. A Gantt chart
 - 9.1.2. A listing of all tasks, together with planned (baseline and current progress including forecast) and actual start and finish dates

9.1.3. A listing of project milestones (to include all contract milestones) together with original, rescheduled, forecast and actual completion dates

9.1.4. All activity durations within the schedule shall be in days unless otherwise agreed by the Authority.

9.1.5. All resource units within the schedule shall be in hours and costs shall be in Great British Pounds Sterling unless otherwise agreed by the Authority.

9.2. The CMS shall be capable of being displayed at the following levels:

9.2.1. Summary Level – The Summary level of the CMS shall provide a graphical display of Contract activities, key events, and milestones at a managerial significant level of the WBS.

9.3. The CMS shall identify the following aspects;

9.3.1. Activities and associated durations

9.3.2. Milestones, including Contract Milestones, Payment Milestones and significant project events

9.3.3. The relationships and dependencies of activities and associated milestones that are to be completed within the scope of this contract.

9.3.4. Earliest and latest start and finish dates for all activities and associated milestones

9.3.5. Total float and free float of the overall schedule

9.3.6. Critical Path, list of activities on the critical path and those that are near the critical path from start through to completion of the contract.

9.3.7. Cost Profiles, depicting workforce, materials and equipment.

9.3.8. The baseline budget for all activities aggregating to the total Baseline.

9.3.9. Subcontracting schedules to include all major sub-contract activities and outputs at the appropriate level of detail, reflecting complexity and risk.

9.3.10. Required Government Furnished Items (GFX) to include Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), Government Furnished Structures (GFS) if applicable, together with 'required by' dates and 'end of loan dates'.

9.3.11. All non-working time such as holidays and known disruptions

9.4. A Basis of Schedule (BOS) shall be produced and maintained under configuration control. The BOS should include the following;

9.4.1. How the CMS has been produced;

9.4.2. Detail methodologies used to establish estimated durations;

9.4.3. Key assumptions and exclusions;

9.4.4. Details of the standard working time and calendar that has been included;

9.4.5. Risks, including risk analysis techniques used, and any mitigations embedded in the schedule;

9.4.6. The standards used to establish duration lengths and use of constraints, ensuring no open-ended activities and compliance with DE&S Schedule guidance;

9.4.7. The basis of estimate and associated assumptions for the cost and duration of baseline activities, covering both labour and materials. This may take the form of a master data and assumptions list; and,

9.4.8. The Configuration and assurance procedures that will be used to manage and ensure the ongoing integrity of the CMS.

10. **CMS Reports** - The following reports, which collectively comprise CPR Format 6, are required:

10.1. Baseline Reports

10.1.1. Reports that describe and reflect the initial baseline

10.1.2. Subsequently approved changes that caused a revision of the baseline.

10.1.3. A Schedule narrative shall be provided with the original baseline and any subsequent baseline revisions outlining how the schedule has been constructed, the key assumptions together with the basis of estimate and logic of milestone selection and a description of the critical and near critical paths.

10.1.4. A set of Authority agreed schedule health metrics.

10.1.5. Schedule Risk Analysis shall be conducted on the Contractor schedule, at least quarterly and on the Authority's request, a Schedule Risk Analysis Report and electronic copies of the SRA schedule and the Contractor SRA models shall be provided to the Authority.

10.2. Progress Reports (Statused Current Working Schedule)

10.2.1. Electronic copy of the progressed schedule each reporting period that has formed the basis of the CSSR for that period.

10.2.2. A Schedule narrative shall be provided with the progressed schedule outlining, the key assumptions underlying the progress and forecast together with the basis of estimate for key forecast activities where this is significantly different to the baseline, the impact and rationale of any significant logic changes and the resulting change to the schedule risk implications, and the resulting impact on key (including Contract) milestone and deliverables, if any. The analysis shall include a narrative description of the current Critical and near Path Analyses.

10.2.3. Milestone Report. Agreed milestones to be shown with the baseline and current forecast dates. Report to provide RAG status and indication of float. Note that there shall be clear definitions and acceptance criteria for reporting milestones.

10.2.4. Critical Path, Sub-Critical Path and Float Erosion Analysis Reports. Critical path analysis against the baseline and current forecast dates within the CMS. Summary / variance commentary of movements / changes to the critical path to be reported.

10.2.5. Interdependencies (Give/Get Milestones) Table. To indicate key interdependencies between supply chain, MoD and Contractor schedules. Report should indicate movements in the period relating to both the baseline schedules and the current forecast version of these schedules. Variance commentary to be provided.

10.2.6. A set of agreed schedule health metrics for the submitted progressed schedule.

11. Preparation Instructions:

11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

11.2 The CMS shall be the primary schedule used for the contract; all other schedules produced in support of this are considered as subordinate to this primary schedule.

12. Data Format & Delivery Instructions:

12.1. Acceptable file formats are those that are compatible with the Authority IT System.

12.2. CMS deliveries shall include the original baseline schedule and Basis of Schedule, all agreed baseline amendments, the current working schedule together with forecast completion dates and durations.

12.3. Contractor schedules updated to reflect current progress shall be provided to the Authority on a monthly basis to the end of the calendar month unless agreed otherwise. The monthly reports shall be provided within 4 days of the end of the reporting period unless otherwise specified in the Conditions of Contract.

12.3. A Control Level schedule hard copy as well as electronic submission in the native file format (P6, or alternate package supported by Terms & Conditions of Contract).

12.4. Each submission of the CMS shall be consistent with the associated Status Report.

Annex C4 –Contract and Schedule Status Report (CSSR) – DID-PC-004A

1. **Title:** CONTRACT AND SCHEDULE STATUS REPORT (CSSR)
2. **Number:** DID-PC-004A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The CSSRs are prepared by the Contractor to provide the Authority with progress data designed to report multiple aspects of contract performance and future planning activity. Example of CSSR Format has been provided as part of Annex G.
7. **Use/Relationship:**
 - 7.1. The Authority will use the CSSRs to:
 - 7.1.1. Assess and evaluate contract performance and as the basis for contract performance meetings and reviews;
 - 7.1.2. Assess the impact of existing and potential problems encountered resulting in significant cost and schedule variances and as the basis for discussing potential mitigation actions.
 - 7.1.3. Provide accurate, timely status information to aid Authority view of Contractor performance and as the basis for summarisation of performance across the Authority.
 - 7.1.4. CSSRs directly relate to the requirements specified in the Project Controls Management Plan (PCMP) and reconcile to progress incorporated in any related status reports that may be required within the scope of the Project Management Plan (PMP) where required.
8. **Applicable Standards, Governance & Related Documentation:**
 - 8.1. Planning, Scheduling, Monitoring and Control (APM 2015) Guidelines unless otherwise stated in the Contract terms.
9. **Requirements:**
 - 9.1. Data provided within the CSSRs shall relate to the authorised contract work undertaken in support of this contract, demonstrating compliance to PC requirements.
 - 9.2. Data provided shall include both priced and unpriced effort.
 - 9.3. The level of detail required for each report shall be as agreed by the Authority.

NOTE: Lower level detail may be required on an ad hoc basis in areas where a problem has occurred until such time that the Authority is content to return to the higher level.
10. **Preparation Instructions:**
 - 10.1. The content requirements of this data item should be considered as a minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements of the Contract.
11. **Data Format & Delivery Instructions:**
 - 11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
 - 11.2. CSSRs are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales. Electronic format shall permit drill down to the lowest level where cost performance is captured.
 - 11.3. Reports shall be delivered on a monthly Basis.

Annex C5 – Risk and Opportunity Management Plan (ROMP) – DID-PC-005A

1. **Title:** RISK MANAGEMENT
2. **Number:** DID-PC-005A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a formal risk process to be managed in conjunction with the Authority. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.
7. **Use/Relationship:**
 - 7.1. The Authority will use the risk management process to:
 - 7.1.1. Assess and evaluate potential events that might have either a positive or negative impact on the delivery of the baseline scope of work;
 - 7.1.2. Enable joint risk management effort between the Authority and the Contractor.
8. **Applicable Standards, Governance & Relevant Documentation**
 - 8.1. APM Project Risk Analysis and Management guide (PRAM).
 - 8.2. APM Interfacing Risk and Earned Value Management guide.
 - 8.3. APM Prioritising Project Risks guide.
9. **Requirements**
 - 9.1. The ROMP defines roles, responsibilities, methodology (process), tools and techniques specific to the project and how threats and opportunities are to be managed through life as part of the overall project management strategy.
 - 9.2. In the ROMP the Contractor must take due cognisance of the scope of the project (performance, cost and time) to establish a mutually agreed risk appetite (agreed tolerances) that enables the Contractor to develop their scoring criteria for cost time and performance.
 - 9.3. The process shall:
 - 9.3.1. Establish ownership for significant project risks;
 - 9.3.2. Reduce overall project risk exposure;
 - 9.3.3. Ensure all scope is considered to give a balanced view of risk;
 - 9.3.4. Deliver information in support of the overall project decision making and governance processes;
 - 9.3.5. Enable quantitative analysis to support forecasts of project cost and schedule out-turn.

Formal Reports

- 9.4. In support of the risk management process the following reports are required:
 - 9.4.1. Risk register. Full risk register for contracted scope, defining risk (case, event, consequence), owner, proximity, current and target impact (probability and cost/schedule/performance impact) and associated management responses. The register shall cover both risks (threats) and opportunities.
 - 9.4.2. Risk and opportunity change report. Standard Risk Report - Risk & Opportunities Change Report. Report of risks that have been escalated to a higher level for action/ information.
 - 9.4.3. Risk profile. Risk exposure profiled over the duration of the contract.

- 9.4.4. Risk / opportunity pre & post mitigation response. Waterfall charts highlighting reduction in risk as a result of mitigation actions.
- 9.4.5. Risk & Opportunities Process Health metrics report. Information reported for each month and includes; Total number of risks, risks added, closed, updated, review planned, review overdue, scoring updated - increased - decreased, risk escalated / de-escalated, plan added - updated, responses added, response completed before due date, response completed after due date, response completed before trigger date, response completed after trigger date, responses updated.

10. Preparation Instructions:

- 10.1. The content requirements of this data item should be considered as a minimum standard that is required.

11. Data Format & Delivery Instructions

- 11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
- 11.2. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.
- 11.3. Reports shall be delivered on a monthly Basis.

Annex C6 – Baseline Change Control – DID-PC-006A

1. **Title:** BASELINE CHANGE CONTROL
2. **Number:** DID-PC-006A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The change control process describes how the baseline will be maintained under configuration control, including defining how revisions will be analysed, communicated and approved (in conjunction with the Authority when appropriate).

7. Use/Relationship:

- 7.1. The Authority will use the change management process to:
 - 7.1.1. Assess and approve potential changes to the baseline where they break defined thresholds as agreed with the authority;
 - 7.1.2. Assess and understand potential impact to the funding profile and key dates as agreed with the MOD Front Line Command via the CASP;
 - 7.1.3. Understand the status of changes and as such the basis of the performance measurement baseline;
 - 7.1.4. Enable the Authority to obtain visibility of specific change request documentation where it is requested.

8. Applicable Standards, Governance & Relevant Documentation

- 8.1. DEFCON 620: Contract change control procedure.
- 8.2. DEFCON 503: Formal amendments to contract.
- 8.3. APM Planning, Scheduling, Monitoring and Control (PSMC) guide.

9. Requirements

- 9.1. The change control process shall:
 - 9.1.1. Document, track and communicate to stakeholders' changes to the Performance Measurement Baseline;
 7. 9.1.2. Ensure that the full impact of any change is articulated, including scope, schedule and budget;
 8. 9.1.3. Ensure that all changes are assessed and endorsed by the right group of stakeholders;
 - 9.1.4. Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control;
 - 9.1.5. Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs, earned value, or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data;
 - 9.1.6. Allow a forward view of potential changes;
 - 9.1.7. Prevent revisions to the budget except for authorised changes;
 - 9.1.8. Be in accordance with best practice as defined by the standards referenced above (i.e. not be used to cover poor performance).
- 9.2. The Contractor's Change Control Process is required to accept and control:
 9. 9.2.1. Internal changes that do not impact the contract – can often be processed without the need for Authority approval, but specialist requirements, e.g., safety, may result in a requirement for Authority assessment and endorsement;

10. 9.2.2. Internally raised changes that impact the contract – will always require formal approval from the Authority (DEFCON 620). Changes that impact the contract include any that has an impact on contractually agreed scope, milestones, or the funding split across financial years;
 11. 9.2.3. Externally directed changes – raised by the Authority and formally submitted to the Contractor in accordance with DEFCON 503. This DEFCON also requires that the Contractor submit their response back to the Authority in a set format and timescales.
- 9.3. All changes are required to follow the agreed formal process, noting that changes that impact contract must also follow the associated commercial processes before being contractually agreed.

10. Formal Reports

10.1. In support of the change management process the following reports are required:

10.1.1. Contract Baseline Change Request Log. Baseline Change Requests (BCR), impact statements and approval status. The log shall cover all identified changes, including potential and approved changes. Access shall be provided to individual BCRs as required.

10.1.2. Contingency drawdown reports. Indicates Contractor forecast contingency burn rate (i.e. Risk Drawdown, uncertainty or associated BCR) for both cost and schedule

11. Preparation Instructions:

11.1. The content requirements of this data item should be considered as a minimum standard that is required.

11.2. The agreed change thresholds shall be defined within the PCMP.

12. Data Format & Delivery Instructions

12.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

12.2. Documents are to be delivered in both static and electronic format (MS Excel, XER or other format agreed with the Authority) to the Authority and in accordance with the CDRL timescales.

12.3. Reports shall be delivered on a monthly Basis.

Annex C7 – Cost Collection Reports – DID-PC-007A

1. **Title:** COST COLLECTION REPORTS
2. **Number:** DID-PC-007A
3. **Version:** Draft
4. **Delivery Schedule:** TBC
5. **Applicable Forms:**
6. **Description:** The majority of cost information will be provided via the PCMS as part of the normal reporting against the system (see DID-PC-001A and DID-PC-004A). The intent of the cost collection reports is to supplement this information where there is an additional business need for the Authority.
7. **Use/Relationship:**
 - 7.1. The Authority will use the cost data provided to support its financial reporting obligations.
8. **Applicable Standards, Governance & Relevant Documentation**
 - 8.1. DEFCON 647 - Financial Management Information
9. **Requirements**
 - 9.1. In support of the financial management process the following reports are required:
 - 9.1.1. Transaction Report. List of the transactions (data) to support an invoice.
 - 9.1.2. In-Year Cash Forecast. The Contractor shall provide a cash forecast summary for both in-year and 10-year periods.
 - 9.1.3. Fee Projection. Where the fee is variable, a report indicating the value of the fee still available to be claimed.
 - 9.1.4. Cost Report. A report detailing costs that have been incurred in month to include those not yet invoiced. The report will be required at a frequency defined by the Authority.
10. **Preparation Instructions:**
 - 10.1. NA
11. **Data Format & Delivery Instructions**
 - 11.1. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.
 - 11.2. Reports shall be delivered on a frequency as agreed with the Authority.

Annex D – DID Evaluation Pro-Forma

Data Item Description Evaluation Pro-forma

Any agreed tailoring to the requirements in the following templates must be incorporated in the specific Contract terms and conditions. The DID’s themselves should not be altered.

The content requirements within the data items should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements within the Contract.

CDRL Deliverable Title	
DID No	
Version	
Date of Delivery	
Review Deadline	[XX days post-delivery*]
Reviewed by:	[List names of those who have reviewed this document*]
Accepted/Rejected Decision	[Please detail if the deliverable has been accepted or rejected based on whether the document conforms to the requirements within the relevant DID.*]

Section/ Para No/ Reference	Comments/Observations Please note any specific non-conformances against the relevant DID	Reviewer

* Content in grey should be considered as a prompt.

Annex E – Contract Data Requirement List (CDRL)

The CDRL will incorporate a full list of contract deliverables covering all aspects of Project Controls; below are those aspects that relate to EVM only.

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
CDRL-PC-001A	Project Controls Management Plan (PCMP)	DID-PC-001A	Initial– as part of Tender submission Final Delivery – Contract Award +30 days Updates – 30 days prior to implementation significant changes to Contractor PCMS	Review Accept/Reject Accept/Reject Accept/Reject	Document Compliance with DID-PC-001A	Demonstrate compliance with Nominated PC Standard and the Contractor's proposed means of meeting the Authority's PC management and data requirements.
CDRL-PC-002A	Contract Work Breakdown Structure (CWBS)	DID-PC-002A	Initial– as part of Tender submission Final– Contract Award + 30 days	Review Accept/Reject	Compliance with DID-PC-002A and conformance with Authority WBS	Ensure intended scope is captured in the Contractor's Baseline.
CDRL-PC-003A	Contractor Master Schedule (CMS)	DID-PC-003A	Initial delivery – Tender submission –In accordance with the tender submission deadline Post Contract Award + 60 Days.	Review Accept/Reject	Compliance in accordance with DID-PC-003A. Delivery does not constitute Authority Acceptance of the initial delivery or the baseline	Assess progress achieved and predicted outcome

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
			Updates to be provided on a monthly basis (or alternative timescale to be agreed by the Delivery Team)			
CDRL-PC-004A	Contract and Schedule Status Report (CSSR)	DID-PC-004A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +3 days	Accept/Reject	Compliance in accordance with DID-PC-004A	Assess performance and progress achieved
CDRL-PC-005A	Risk and Opportunity Management Plan (ROMP)	DID-PC-005A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +21 days	Accept/Reject	Compliance in accordance with DID-PC-005A	Assess risk position.
CDRL-PC-006A	Change Control	DID-PC-006A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +3 days	Accept/Reject	Compliance in accordance with DID-PC-006A	Assess pending changes.
CDRL-PC-007A	Cost Collection	DID-PC-007A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +3 days	Accept/Reject	Compliance in accordance with DID-PC-007A	Assess cost incurred.

Annex G: Cost and Schedule Status Report for Contractors

1. Contract Information												
Contract Name					Report No							
Project Name					Version							
Project Phase		Project Start		Project Finish		Report Date						
Identifier		Owner			Report Period		Start					
Sponsor		Program ID			Report Period		End					
2. Status Narrative												
Overall	This Period								Last Period	This Period		
									G	A		
Project Milestones	WB S No.	Scope (this Period only)		Milestones and Deliverables (this Period only)		Planned Due Date	Actual Date	Var (Cal. Days)	Last Period	This Period		
									G	G		
Budget	This Period					This Year					Last Period	This Period
	WB S No.	Actuals	Forecast	Var. (£)	Var. (%)	Actuals	Forecast	Budgeted	Var (£)	Var (%)	A	G
This Period Milestones	WB S No.	Scope (this Period only)		Milestones and Deliverables (this Period only)		Planned Due Date	Actual Date	Var (Cal. Days)	Last Period	This Period		
									A	R		
Risks (Top 5)	Risk ID	Risk Rating	Risk title (and description if necessary)			Risk Owner	Change in Period	Last Period	This Period			
								A	A			
Issues (Top 5)	Issue ID	Issue Rating	Issue title (and description if necessary)			Issue Owner	Change in Period	Last Period	This Period			
								A	A			
3. Changes												
Ref	Description					Requested on	Value	Status				
4. Next Period												
Ref												

Schedule 13 – Delivery Schedule and Milestone Payment Plan

The Contractor shall deliver Deliverables in accordance with the delivery dates in the below table. Payment of the below Milestone Payment Plan is subject to Condition 18 (Pricing and Payment), Condition 53 (Key Performance Indicators) and Schedule 9 (Key Performance Indicators)

Item 1 – Service Management					
Serial No.	Milestone Description	Milestone Detail	Milestone Acceptance Criteria	Delivery No Later Than:	Amount Due £ (Ex VAT)
(a)	(b)	(c)	(d)	(e)	(f)
1	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 1 Quarter 1	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
2	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 1 Quarter 2	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
3	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 1 Quarter 3	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
4	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 1 Quarter 4	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
5	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w	Year 2 Quarter 1	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

			Schedule 8		
6	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 2 Quarter 2	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
7	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 2 Quarter 3	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
8	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 2 Quarter 4	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
9	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 3 Quarter 1	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
10	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 3 Quarter 2	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
11	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 3 Quarter 3	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
12	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 3 Quarter 4	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
13	SOR Item 1: Delivery of	i.a.w	Acceptance of the Quarterly	Year 4 Quarter	Subject to VOP (Clause 50)

	Service Management	Schedule 11	Progress Review (QPR) Report i.a.w Schedule 8	1	
14	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 4 Quarter 2	Subject to VOP (Clause 50)
15	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 4 Quarter 3	Subject to VOP (Clause 50)
16	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 4 Quarter 4	Subject to VOP (Clause 50)
17	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 5 Quarter 1	Subject to VOP (Clause 50)
18	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 5 Quarter 2	Subject to VOP (Clause 50)
19	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 5 Quarter 3	Subject to VOP (Clause 50)
20	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 5 Quarter 4	Subject to VOP (Clause 50)

21	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 6 Quarter 1	Subject to VOP (Clause 50)
22	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 6 Quarter 2	Subject to VOP (Clause 50)
23	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 6 Quarter 3	Subject to VOP (Clause 50)
24	SOR Item 1: Delivery of Service Management	i.a.w Schedule 11	Acceptance of the Quarterly Progress Review (QPR) Report i.a.w Schedule 8	Year 6 Quarter 4	Subject to VOP (Clause 50)
Total:					Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

Item 2 – Operational SESE						
(a)	(b)	(c)	(d)	(e)	(f)	(g)

Serial No.	Milestone Description	Milestone Detail	Milestone Acceptance Criteria	Delivery No Later Than:	Amount per SESE (Ex VAT)	Amount Due £ (Ex VAT)
<i>Example:</i> 2a	SOR Item 2: Year 1 Quarter/Month 1 Delivery of Operational SESE	<i>Delivery of (Number to be populated by Contractor) Operational SESE</i>	<i>i.a.w Schedule 8</i>	<i>(Column (e) Date to be populated by Contractor)</i>	<i>(Column (f) Price to be populated by Contractor)</i>	<i>(Column (g) Price to be populated by Contractor)</i>
1	Year 2 Qtr 1 Delivery of Operational SESE	0	iaw schedule 8	30-Jun-26	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
2	Year 2 Qtr 2 Delivery of Operational SESE	215	iaw schedule 8	30-Sep-26	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
3	Year 2 Qtr 3 Delivery of Operational SESE	257	iaw schedule 8	31-Dec-26	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
4	Year 2 Qtr 4 Delivery of Operational SESE	280	iaw schedule 8	31-Mar-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
5	Year 3 Qtr 1 Delivery of	186	iaw schedule 8	30-Jun-27	Redactions applied under Freedom Of Information Act	Redactions applied under Freedom Of Information Act

	Operational SESE				(FOIA) Section 43, Commercial Interests Exemption	(FOIA) Section 43, Commercial Interests Exemption
6	Year 3 Qtr 2 Delivery of Operational SESE	186	iaw schedule 8	30-Sep-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
7	Year 3 Qtr 3 Delivery of Operational SESE	186	iaw schedule 8	31-Dec-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
8	Year 3 Qtr 4 Delivery of Operational SESE	194	iaw schedule 8	31-Mar-28	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
9	Year 4 Qtr 1 Delivery of Operational SESE	186	iaw schedule 8	30-Jun-28	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
10	Year 4 Qtr 2 Delivery of Operational SESE	186	iaw schedule 8	30-Sep-28	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
11	Year 4 Qtr 3 Delivery of Operational SESE	186	iaw schedule 8	31-Dec-28	Redactions applied under Freedom Of Information Act (FOIA) Section 43,	Redactions applied under Freedom Of Information Act (FOIA) Section 43,

					Commercial Interests Exemption	Commercial Interests Exemption
12	Year 4 Qtr 4 Delivery of Operational SESE	194	iaw schedule 8	31-Mar-29	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
13	Year 5 Qtr 1 Delivery of Operational SESE	186	iaw schedule 8	30-Jun-29	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
14	Year 5 Qtr 2 Delivery of Operational SESE	186	iaw schedule 8	30-Sep-29	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
15	Year 5 Qtr 3 Delivery of Operational SESE	186	iaw schedule 8	31-Dec-29	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
16	Year 5 Qtr 4 Delivery of Operational SESE	194	iaw schedule 8	31-Mar-30	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
17	Year 6 Qtr 1 Delivery of Operational SESE	212	iaw schedule 8	30-Jun-30	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

					Exemption	Exemption
18	Year 6 Qtr 2 Delivery of Operational SESE	212	iaw schedule 8	30-Sep-30	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
19	Year 6 Qtr 3 Delivery of Operational SESE	212	iaw schedule 8	31-Dec-30	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
20	Year 6 Qtr 4 Delivery of Operational SESE	240	iaw schedule 8	31-Mar-31	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Total:						Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

Item 3 – Training SESE						
(a)	(b)	(c)	(d)	(e)	(f)	(g)
Serial No.	Milestone Description	Milestone Detail	Milestone Acceptance Criteria	Delivery No Later Than:	Amount per SESE (Ex VAT)	Amount Due £ (Ex VAT)
<i>Example:</i>	SOR Item 2: Year 1	<i>Delivery of (Number</i>	<i>i.a.w Schedule 8</i>	<i>(Column (e)</i>	<i>(Column (f)</i>	<i>(Column (g)</i>

3a	Quarter/Month 1 Delivery of Training SESE	to be populated by Contractor) Training SESE		Date to be populated by Contractor)	Price to be populated by Contractor)	Price to be populated by Contractor)
1	Year 2 Qtr 1 Delivery of Training SESE	0	iaw schedule 8	30-Jun-26	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
2	Year 2 Qtr 2 Delivery of Training SESE	10	iaw schedule 8	30-Sep-26	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
3	Year 2 Qtr 3 Delivery of Training SESE	30	iaw schedule 8	31-Dec-26	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
4	Year 2 Qtr 4 Delivery of Training SESE	20	iaw schedule 8	31-Mar-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43,	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial

					Commercial Interests Exemption	Interests Exemption
5	Year 3 Qtr 1 Delivery of Training SESE	15	iaw schedule 8	30-Jun-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
6	Year 3 Qtr 2 Delivery of Training SESE	15	iaw schedule 8	30-Sep-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
7	Year 3 Qtr 3 Delivery of Training SESE	10	iaw schedule 8	31-Dec-27	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
8	Year 3 Qtr 4 Delivery of Training SESE	20	iaw schedule 8	31-Mar-28	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

					Interests Exemption	Exemption	
						Total:	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

Schedule 14 - Transfer Regulations

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. Definitions

1.1. In this Schedule 14, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2. Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

- (i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");
- (ii) the Data Protection Act 2018;
- (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
- (iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-Contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service

Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1. Information on Re-tender, Partial Termination, Termination or Expiry

- 2.1.1. No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):
- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
 - (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 14 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
 - (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph (a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.
- 2.1.2. Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 14 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-Contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3. No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 14 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

- 2.1.4. Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 14 in respect of Transferring Employees.
- 2.1.5. Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6. On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,
- save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 14.
- 2.1.7. The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 14 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2. Obligations in Respect of Transferring Employees

2.2.1. To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3. Unexpected Transferring Employees

2.3.1. If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
 - i. any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - ii. any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - iii. any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any

liability for unfair dismissal, breach of contract or discrimination attributable:

- (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
- iv. any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - v. reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and
 - vi. legal and other professional costs reasonably incurred;
- 2.3.2. the Authority shall be deemed to have waived its right to an indemnity under paragraph (b) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4. Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

- 2.4.1. If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 2.4.2. If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- (a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-Contractor of a New Provider during the period from and including the Transfer Date;
 - (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-

Contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3. In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-Contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5. Contracts (Rights of Third Parties) Act 1999

- 2.5.1. A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2. The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3. Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6. General

- 2.6.1. The Contractor shall not recover any Costs and/or other losses under this Schedule 14 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of this Schedule 14, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general

employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2 - PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 14, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1. Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2. Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3. Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4. Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5. Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6. Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Transfer Date:

1.7.1. Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

Schedule 15 – Security Aspects Letter



Submarine
Delivery Agency

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information
Project Security Officer
TD / SET

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information



Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information



Spruce 1b
MOD Abbey Wood
Bristol BS34 8JH

26 November 2025
SDA/708342450/PEDT/0040

Dear Sir/Madam,

CONTRACT SECURITY ASPECTS LETTER (SAL)
PEDT0040 / 708342450 – SUBMARINE ESCAPE & SURVIVAL EQUIPMENT

References:

Ref	TITLE	ISSUE
A	DEFCON 660 – OFFICIAL-SENSITIVE Security Requirements	Edn 12/15
B	DEFCON 76 – Contractor's Personnel at Govt Establishments	Edn 11/22
C	DEFCON 531 – Disclosure of Information	Edn 9/21
D	DEFCON 658 – Cyber	Edn 10/22
E	DEFSTAN 05-138 Cyber Security for Defence Suppliers	Issue 4, 14 May 2024
F	GovS 007 - Government Functional Security Standard (Security)	V2, Sep 21
G	Cabinet Office Government Security Classifications	30 June 2023

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute classified material, including UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660, are specified below. These aspects must be fully safeguarded. The enclosed "Security Conditions" outlines the minimum measures required to safeguard UK OFFICIAL SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Project Deliverable Documentation	OFFICIAL-SENSITIVE
Project Information & associated equipment	OFFICIAL-SENSITIVE
Personal information relating to security access	OFFICIAL-SENSITIVE PERSONAL
All drawings, specifications & test plans	OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023. In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.
4. Will you please confirm that:
 - a. This definition of the classified aspects of the above ITT has been brought to the attention of the person directly responsible for the security of classified material.
 - b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects.
 - d. All employees of the company who will have access to classified information have either signed an OSA/NSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA/NSA apply to all classified information and assets associated with this ITT.
5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority, as laid down in DEFCON 531 – Disclosure of Information (Reference C).
7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Security Officer (PSyO) in accordance with DEFCON 76.
8. You are to comply with the referenced Defence Conditions and Standards. For the purpose of Reference D, the Cyber Risk Profile for this ITT is **VERY LOW**, risk assessment reference number is **RAR-240611A05**.
9. Contact details for the MOD Project Security Officer (PSyO) (responsible for the coordination of effective security measures) are included below and at the head of this letter.

Yours faithfully,

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

SDA-TD-SET-PSyO

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

Copy via email to:

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

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

[UKStratComDD-CyDR-CySAAS-021](#)

Annexes:

A. UK OFFICIAL AND UK OFFICAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

B. ITT SAL ACCEPTANCE SLIP

ANNEX A TO PEDT0040
CONTRACT SAL

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY
CONDITIONS

Purpose

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

Definitions

2. The term "Authority" for the purposes of this Annex means the UK MOD Contracting Authority.

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

Security Grading

4. The SENSITIVE marking is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Defence Supplier, or which is to be developed by it, under this Contract. The Defence Supplier shall mark all UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Defence Supplier is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Defence Supplier based outside the UK in a third-party country.

Security Conditions

5. The Defence Supplier shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Defence Supplier shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

6. Where a Defence Supplier is based outside the UK in a third-party country the national rules and regulations of the third-party country take precedence over these conditions only if the third-party country has an extant bilateral security agreement or arrangement with the UK.

7. The Authority shall state the data retention periods to allow the Defence Supplier to produce a data management policy.

8. If you are a Defence Supplier located in the UK, your attention is also drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

9. The Defence Supplier shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Defence Supplier shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.
10. Once the Contract has been awarded, where the Defence Supplier is required to store or process UK MOD classified information electronically, they shall comply with the requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

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

<https://www.dstan.mod.uk/toolset/05/138/000003000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

11. All UK classified material including documents, media and other assets shall be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.
12. Disclosure of UK classified material shall be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Defence Supplier shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Defence Supplier or Subcontractor.
13. Except with the consent in writing of the Authority the Defence Supplier shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 9 above, the Defence Supplier shall not make use of any article or part thereof similar to the articles for any other purpose.
14. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Defence Supplier from using any specifications, plans, drawings and other documents generated outside of this Contract.
15. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 39.

Access

16. Access to UK classified material shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.

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

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG Baseline Personnel Security Standard - May 2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

Hard Copy Distribution

18. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and externally of Defence Supplier premises. To maintain confidentiality, integrity and availability, distribution shall be controlled such that access to documents is only by authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

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

Electronic Communication and Telephony and Facsimile Services

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

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>
<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

21. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.

22. UK OFFICIAL and UK OFFICIAL-SENSITIVE information may be discussed verbally on corporate telephones and other corporate electronic devices with persons located both within the country of the Defence Supplier and overseas. UK OFFICIAL-SENSITIVE information should only be discussed where there is a strong business need to do so.

23. UK OFFICIAL information may be faxed to recipients located both within the country of the Defence Supplier and overseas, however UK OFFICIAL-SENSITIVE information may be

transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

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

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

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

26. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL and UK OFFICIAL-SENSITIVE information on IT systems.

- a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.
- b. Identification and Authentication (ID&A). All systems are to have the following functionality:
 - (1) Up-to-date lists of authorised users.
 - (2) Positive identification of all users at the start of each processing session
- c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “strong” using an appropriate method to achieve this, e.g., including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.
- d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
- e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL/SENSITIVE information may only be transmitted or accessed electronically (e.g., point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 20 above.
- f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.
 - (1) The following events shall always be recorded:
 - (a) All log on attempts whether successful or failed,

- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges, (d) The creation, deletion or alteration of passwords.

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

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

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

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

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

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

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

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

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

Portable Electronic Devices

27. Portable Electronic Devices holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 20 above.
28. Unencrypted Portable Electronic Device and drives containing personal data are not to be taken outside of secure sites². For the avoidance of doubt the term “drives” includes all removable, recordable media e.g., memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.
29. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
30. Portable Electronic Devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the Portable Electronic Device is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

31. The Defence Supplier shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Suppliers which are owned by a third party e.g., NATO or another country for which the UK MOD is responsible.
32. In addition, any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Defence Supplier concerned. The UK MOD Defence Industry WARP will also advise the Defence Supplier what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details

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

RLI Email: defencewarp@modnet.r.mil.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 3001 583 640

Mail: Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

² Secure Sites are defined as either Government premises or a secured office on the Defence Supplier premises.

33. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at:

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

Subcontracts

34. Where the Defence Supplier wishes to subcontract any elements of a Contract to Subcontractors within its own country or to Subcontractors located in the UK such subcontracts will be notified to the Authority. The Defence Supplier shall ensure that these Security Conditions are incorporated within the subcontract document.

35. The prior approval of the Authority shall be obtained should the Defence Supplier wish to subcontract any UK OFFICIAL-SENSITIVE elements of the Contract to a Subcontractor facility located in another (third party) country. The first page of MOD Form 1686 (F1686) is to be used for seeking such approval. The MOD Form 1686 can be found in the "Subcontracting or Collaborating on Classified MOD Programmes ISN" at the link below:
<https://www.gov.uk/government/publications/industry-security-notices-isns>

36. If the subcontract is approved, the Defence Supplier shall flow down the Security Conditions in line with paragraph 34 above to the Subcontractor. Defence Suppliers located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Physical Destruction

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

Private Venture Activities

38. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:

- a. Variants. Variants of standard defence equipment under research, development or in production, e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or fitments, offered to meet special customer requirements or to avoid security or commercial difficulties associated with the sale of an item in-Service with UK Armed Forces.
- b. Derivatives. Equipment for military or civil use that is not based on standard Service designs but is dependent upon expertise or technology acquired in the course of defence contracts.

- c. Freelance. Equipment of defence importance that is in no way based on information gained from defence contracts.

39. UK Defence Suppliers shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition>
<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Publicity Material

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

41. For UK Defence Suppliers where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related classified material where there is no defined Delivery Team, the Defence Supplier shall request clearance for exhibition from the Directorate of Security and Resilience. See the MOD Exhibition Guidance on the following website for further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition>
<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Export sales/promotion

42. The MOD Form 680 (F680) security procedure enables MOD to control when, how, and if defence related classified material is released by UK Defence Suppliers to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK OFFICIAL-SENSITIVE or above to a foreign entity, a UK Defence Supplier shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Authority, or PV Security Grading issued by the MOD Directorate of Security and Resilience. Guidance regarding the F680 procedure issued by ECJU can be found at:

<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure>
<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance>

43. If a Defence Supplier has received an approval to subcontract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the

production of additional quantities for supply to an export customer, when the Defence Supplier has MOD Form 680 approval for supply of the complete equipment, as long as:

- a. they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and
- b. no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas Subcontractor.

Interpretation/Guidance

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

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

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

Audit

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

ANNEX B to Contract SAL

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

Survitec Group Ltd
Aviator Industrial Park
Ellesmere Port
CH65 1AX

To:

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

TD / SET Project Security Officer
SDA-TD-SET-PSyO

Redactions applied under Freedom Of Information Act (FOIA) Section 40, Personal Information

**ACCEPTANCE OF ITT SECURITY ASPECTS LETTER (SAL) SESE:
CONTRACT NUMBER: 708342450**

1. Receipt of the ITT SAL is acknowledged. I understand, and accept on behalf of , to be bound by the conditions laid down within it.

Signed by:on Date:¹².....th

Print Name:

Job Title/Post:

***A scanned return of this signed acceptance,
emailed to me will be accepted***

Schedule 16 – Rates

1. The Authority may raise a Task Authorisation Form (TAF) using the form at Schedule 18 against the Contractor at any time during the Term, for the Contractor to undertake activity such as Strip and Surveys and repairs of Training SESE.
2. The following Rates shall be used for all TAFs raised.

Activity 4: Equipment Upkeep Management Strip and Survey Rate

3. The Contractor shall use the Firm Price contained within Table 1 below when providing a quotation for a Strip and Survey for equipment upkeep management activity to be undertaken.

Table 1: Strip and Survey Rate

Year	Description	Labour Price £ (Ex VAT) / Hr
Year 1 1st April 2025 – 31st March 2026	Year 2 Firm Price Average Hourly Labour Rate	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Year 2 1st April 2026 – 31st March 2027	Year 2 Firm Price Average Hourly Labour Rate	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Year 3 1st April 2027 – 31st March 2028	Year 3 Firm Price Average Hourly Labour Rate	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Year 4 1st April 2029 – 31st March 2030	Year 4 Fixed Price Average Hourly Labour Rate	Subject to VOP (Clause 50)
Year 5 1st April 2029 – 31st March 2030	Year 5 Fixed Price Average Hourly Labour Rate	Subject to VOP (Clause 50)
Year 6 1st April 2030 – 31st	Year 6 Fixed Price Average Hourly Labour Rate	Subject to VOP (Clause 50)

March 2031		
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Activity 4: Equipment Upkeep Management Repair Labour Rates

3. The Contractor shall use the Labour Rates contained within Table 2 below when providing a quotation for repair and equipment upkeep management activity to be undertaken.

Table 2: Repair Labour Rates

Year	Description	Labour Price £ (Ex VAT) / Hr
Year 1 1st April 2025 – 31st March 2026	Year 2 Firm Price Average Hourly Labour Rate	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Year 2 1st April 2026 – 31st March 2027	Year 2 Firm Price Average Hourly Labour Rate	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Year 3 1st April 2027 – 31st March 2028	Year 3 Firm Price Average Hourly Labour Rate	Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption
Year 4 1st April 2029 – 31st March 2030	Year 4 Firm Price Average Hourly Labour Rate	Subject to VOP (Clause 50)
Year 5 1st April 2029 – 31st March 2030	Year 5 Firm Price Average Hourly Labour Rate	Subject to VOP (Clause 50)
Year 6 1st April 2030 – 31st March 2031	Year 6 Firm Price Average Hourly Labour Rate	Subject to VOP (Clause 50)

Schedule 17 – Government Furnished Assets (GFA) Register

Contract No: 708342450

The list of Government Furnished Assets that the Contractor requires to be made available for the purpose of performing the Contract is provided in the table below. GFA will be managed in accordance with DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for the Property of the Authority).

ID	Title	Item	Description	Desirable / Essential	Required From / Required Latest

Schedule 18 – Task Approval Form

TASK APPROVAL FORM – PART A

REQUEST FOR QUOTATION (to be completed by the Authority)

CONTRACT No.	TAF No.	ISSUE No.	ATTACHMENTS
708342450			YES/NO

TASK TITLE

INTRODUCTION/ BACKGROUND

TECHNICAL REQUIREMENTS

DELIVERABLES AND ACCEPTANCE CRITERIA
<p>If no Acceptance procedure is specified in this section, then Acceptance shall be in accordance with Schedule 8 of the Terms and Conditions of 708342450.</p>

ADDITIONAL QUALITY REQUIREMENTS AND STANDARDS	PLEASE PROVIDE A FIRM PRICE (NON-REVISABLE) QUOTE FOR THE ABOVE REQUIREMENT, NO LATER THAN:
PACKAGING & CONSIGNMENT	START/ COMPLETION DATE OF WORK
ADDITIONAL IP CONDITIONS (See Note 1)	OTHER
Agreement of Task Scope: This TAF describes the work to be done and outputs to be delivered. It describes work appropriate against the Contract and should now be costed by the Contractor in accordance with the Terms and Conditions of the Contract.	
SDA Project Manager Signed: Name: Appointment: Date:	SDA Commercial Signed: Name: Appointment: Date:

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART C IS COMPLETED

TASK APPROVAL FORM – PART B

CONTRACT No.	TAF No.	ISSUE No.	ATTACHMENTS
708342450			YES/NO

TASK TITLE

CONTRACTOR'S PROPOSAL

LABOUR RATE TABLE 1 OR 2 (SCHEDULE 16)	HOURLY RATES	HOURS	FINANCIAL YEAR	LABOUR SUB- TOTAL

LABOUR TOTAL			
MATERIALS			
TRAVEL & SUBSISTENCE			
SUB-CONTRACT			
OVERHEAD			
PROFIT			
OVERHEAD			
TOTAL PRICE			
TASK TIMESCALES	START:		END:
VALIDITY OF QUOTATION (see Note 1)			DAYS
ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS			

<p>Authorisation and Price Agreement</p> <p>The Contractor hereby offers the price under Part B of this TAF for delivery of the requirements at Part A under the Terms and Conditions of the Contract.</p> <p>Authorised signatory on behalf of the Contractor:</p> <p>Signed:</p> <p>Name:</p> <p>Appointment:</p> <p>Date:</p>
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Notes:
 (1) The Contractor shall provide a minimum of 30 calendar days validity for all TAF PART B proposals.

TASK APPROVAL FORM – PART C

CONTRACT No.	TAF No.	ISSUE No.	ATTACHMENTS
708342450			YES/NO
TASK TITLE			

<p>The Authority hereby accepts the Contractor's offer for this TAF under the Terms and Conditions of the Contract.</p>
<p>Authorised signatories on behalf of the Authority:</p>
<p><u>Project Manager</u></p> <p>Signed:</p> <p>Name: Appointment: Date:</p>
<p><u>Finance</u></p> <p>Signed:</p> <p>Name: Appointment: Date:</p>
<p><u>Commercial</u></p> <p>Signed:</p> <p>Name: Appointment: Date:</p>
<p>No commitment is made until all three Authority signatories above have signed this form. Upon commitment, this TAF will be added to the Contract as soon as reasonably practicable via contract amendment.</p>

UPON COMPLETION OF THIS PART, THE CONTRACTOR IS AUTHORISED TO COMMENCE WORK

Schedule 19 – TAF Register**Contract No:** 708342450

The table below is the Task Register with regards to approved Task Authorisation Form (TAF) added to the Contract.

Task No:	Task Title	Completion Date	Deliverable / Output (if applicable)	Firm Price (£) Ex-VAT
e.g., TAF 001				
Total Price (Ex-VAT):				

Schedule 20 – Assumptions, Dependencies and Exclusions

1. ASSUMPTIONS

Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

2. DEPENDENCIES

Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

3. EXCLUSIONS

Redactions applied under Freedom Of Information Act (FOIA) Section 43, Commercial Interests Exemption

Schedule 21 – Integrated Test Evaluation and Acceptance Plan (ITEAP)

GLOSSARY

Acronym	Meaning
ITEAP	Integrated Test, Evaluation and Acceptance Plan
ITN	Invitation to Negotiate
RN	Royal Navy
SESE	Submarine Escape and Survival equipment
SMERAS	Submarine Escape, Rescue, Abandonment and Survival
SOR	Statement of Requirements
SR	System Requirements

SECTION ONE: INTRODUCTION

1.1 AIM

- a. The Submarine Escape and Survival Equipment (SESE) Integrated Test, Evaluation and Acceptance Plan (ITEAP) for the SESE project describes the test, evaluation and acceptance plan for this programme. The ITEAP has been generated based upon the developing SESE requirement.
- b. The objectives of the ITEAP are:
- i. Explain how the Authority aims to verify SESE capability is ‘fit for purpose’ and is ready to be introduced into service for operational use,
 - ii. Explain how the Authority aims to verify SESE capability is safe and secure,
 - iii. Detail how the Authority will verify the SESE against the systems requirements detailed in Schedule 11.

1.2 BACKGROUND

- a. As detailed in Schedule 11 (Statement of Requirements (SOR)), the SESE forms an essential part of the Royal Navy (RN) Submarine Escape, Rescue, Abandonment and Survival (SMERAS) capability. Therefore, it is essential that the Contractor conforms to the SOR to ensure submariner safety.
- b. The test and evaluation process will follow the procedure at **Annex A** to this ITEAP and the Authority reserves the right to exclude tests where the Contractor has previously demonstrated compliance at Invitation To Negotiate (ITN).

SECTION TWO: ACCEPTANCE STRATEGY

2.1 MILESTONES

- a. The milestones associated with this ITEAP are:
- i. The Authority will provide the delivery address for the UK based independent test facility within two weeks of Contract Award.
 - ii. The Contractor shall provide six operational Submarine Escape and Survival Equipment (SESE) and three training SESE within six weeks of Contract Award. This sample shall be known as the Deliverable.

iii. The operational and training SESE will be independently tested to evaluate compliance with the requirements articulated in Activity 2 of the SOR within 90 calendar days following receipt of the SESE.

2.2 PROCESS

- a. The Contractor's deliverables will be tested in accordance with the tests at Annex A (ITEAP Test Schedule), to demonstrate the SESE design meets all the System Requirements (SR's) as detailed in the SOR.
- b. The samples will not be returned after completion of Compliance Testing.

2.3 ACCEPTANCE STRATEGY

- a. Following receipt of the SESE, the Authority will have 90 calendar days to formally review the Deliverable and either:
 - i. confirm in writing that the Deliverable meets the Acceptance Criteria, in which case it shall be accepted; or
 - ii. identify to the Contractor in writing any non-conformities in the Deliverable, in which case it shall be rejected.
- b. If the Authority has notified the Contractor that a Deliverable is rejected, the Contractor shall, within ten (10) Working Days (or such other period as may be agreed by the Authority) of having been notified by the Authority that a Deliverable is rejected, rectify and resubmit the deliverable for acceptance or rejection in accordance with Clause 3.
- c. If the Contractor is unable to rectify the deliverables for acceptance, the Authority reserves the right to terminate the Contract using Clause 43 of the Contract.
- d. The Contractor is not permitted to submit any further Operational SESE and Training SESE until acceptance has been provided at the ITEAP phase, via email, by the Commercial Officer.

Annex A – ITEAP Test Schedule

PRELIMINARY TEST

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
Preliminary-001	VTR7	Temperature Cycling	The suit, along with any attachments, shall be subjected to the following exposures with the suit packed in accordance with the manufacturer's instructions. The suit system shall remain in its sealed valise for the exposures. The suit shall be subjected to 10 total cycles alternating between 8 h continuous exposures to temperatures of [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] . These alternating temperatures need not follow immediately after each other. On completion of the temperature cycling test, the suit shall be visibly inspected for signs of degradation to the materials, construction or to any attachments.	The suit system shall show no visible damage to the external and internal construction components.	Pass/Fail	Independent testing facility

VALISE TESTS

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
Valise-001	VTR2	Dimensional Conformance	Fully packed valise will be measured to ensure it will fit within defined stowage compartments	Dimensions less than or equal to 355mm x 315mm x 185mm	Pass/Fail	Independent testing facility and SMERAS TF
Valise-002	VTR5	Donning time	Testers shall be selected from the existing pool of SMERAS qualified instructors. Instructors shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) or overalls. The test will begin with the suit systems in their sealed valise.	User should be able to remove, don and secure all equipment inside the valise within 5 minutes.	Pass/Fail	SMERAS TF

			<p>Following a demonstration, each instructor, out of sight of the others, shall be able to unpack, don and fully secure the suit over the underclothing within the required donning time of five minutes at an air temperature of (20 ± 2) °C and without assistance. If necessary, the instructors may sit or lie on the floor but shall not make use of a chair or any vertical support.</p> <p>The time will be stopped when all primary closures of the SESS are secure, excluding hood zip. This includes securing any fastening/leg straps etc. No inflatable chambers need be inflated during donning. This test includes any thermal protective aid provided by the manufacturer.</p>			
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OPERATIONAL SUIT TESTS (with Life Raft attached)

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring		Where
Operational-001	SSTR2	Surface mass flow rate	<p>In accordance with BR 241(2) the SESS shall be dressed on a truncated manikin and tested at ambient pressure whilst connected to an in service Hale Hamilton (HH) boxset. The HIS controller will be set at the current RN specification of 0.9-1.0 PSI using a HH test set (SA173). Simulated surface flows will be recorded 3 times for a minimum of 10 seconds.</p> <p>For this requirement a differential pressure measuring device will be included upstream to calculate mass flow.</p>	The air mass flow rate must not exceed 24 g/s at an ambient pressure of ~102 kPa	High	Air mass flow rate between 12 - 16 g/s during the flood phase	Independent testing facility
					Good	Air mass flow rate between 16 - 20 g/s during the flood phase	
					Concerns	Air mass flow rate between 20	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where				
					<table border="1"> <tr> <td data-bbox="1527 284 1691 379"></td> <td data-bbox="1691 284 1870 379">- 24 g/s during the flood phase</td> </tr> <tr> <td data-bbox="1527 379 1691 627">Intolerable</td> <td data-bbox="1691 379 1870 627">Air mass flow rate lower than 12 or greater than 24 g/s during the flood phase</td> </tr> </table>		- 24 g/s during the flood phase	Intolerable	Air mass flow rate lower than 12 or greater than 24 g/s during the flood phase	
	- 24 g/s during the flood phase									
Intolerable	Air mass flow rate lower than 12 or greater than 24 g/s during the flood phase									
Operational-002	SSTR3	Compression phase air usage	<p>In accordance with BR 241(2) the SESS shall be dressed onto a truncated manikin and subjected to tower pressurisation profiles [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Tests will utilise an in service Hale Hamilton (HH) boxset. The HIS controller will be set at the current RN specification of 0.9-1.0 PSI using a HH test set (SA173). Tests will be conducted [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption].</p> <p>For this requirement a differential pressure measuring device will be included upstream to calculate mass flow, whereby air usage during the tower compression phase can be quantified.</p>	Air usage during the compression phase must not exceed the values shown in Figure 1	Pass/Fail	Independent testing facility				
Operational-003	KSTR3, SSTR3	Peak mass flow	In accordance with BR 241(2) the SESS shall be dressed onto a truncated manikin and subjected to	The air mass flow rate through the SESS must not	Pass/Fail	Independent testing facility				

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			<p>tower pressurisation profiles [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Tests will utilise an in service Hale Hamilton (HH) boxset. The HIS controller will be set at the current RN specification of 0.9-1.0 PSI using a HH test set (SA173). Tests will be conducted [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. For this requirement a differential pressure measuring device will be included upstream to calculate mass flow throughout the profile.</p>	<p>exceed 196 g/s during the compression phase [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]</p>		
Operational-004	KSTR2, KSTR3, SSTR3, SSTR16	Temperature exposure	<p>In accordance with BR 241(2) the SESS shall be dressed onto a truncated manikin and subjected to tower pressurisation profiles [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Tests will utilise an in service Hale Hamilton (HH) boxset within its air system. The HIS controller will be set at the current RN specification of 0.9-1.0 PSI using a HH test set (SA173). [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Tower temperature will be recorded with a 2mm diameter Type K thermocouple, response time 0.5s when dunked in boiling water from ambient (20°C) air.</p>	<p>The suit system must successfully complete an escape cycle after exposure to peak temperatures.</p>	Pass/Fail	Independent testing facility

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring		Where
Operational-005	SSTR11	Buoyancy	The SESS will be dressed onto a truncated manikin and tied to a ballasted framework with a Stole Charge Valve (SCV). Once secure, the frame is placed within a large butt filled with fresh water. The SCV is connected to a mass flow controller that will fill the stole and subsequently the hood with air. The air flow is stopped as air bubbles out of the hood vent, at this point the total buoyancy of the SESS can be deduced by displacement of water caused by the inflation or force measurements from strain gauges built into the frame.	The buoyancy in the hood and stole of a suit when submerged in fresh water should not exceed 350N	High	SESS total buoyancy between 300 – 350N	Independent testing facility
					Good	SESS total buoyancy between 250 – 300N	
					Concerns	SESS total buoyancy between 350-400N or below 250N.	
					Intolerable	SESS total buoyancy above 400N	
Operational-006	KSTR2, SSTR4	Hood Water Level	In accordance with BR 241(2) the SESS shall be dressed onto a truncated manikin and subjected to tower pressurisation profiles [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] . Tests will utilise an in service Hale Hamilton (HH) boxset. The HIS controller will be set at the current RN specification of 0.9-1.0 PSI using a HH test set (SA173). Tests will be conducted [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] . For this requirement a bespoke level sensor is attached to the manikin's mouth. Water activated sensors are	For all escape cycles, the water level inside the hood should not reach within 300 mm of the manikin mouth	High	Water level in hood does not reach within 300mm of user's mouth	Independent testing facility
					Good	Water level in hood does not reach within 165mm of user's mouth	
					Concerns	Water level in hood is within 165mm but does not reach user's mouth	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			incorporated along its length including positions at 300 and 165mm.		Intolerable	Water level in hood reaches user's mouth
Operational-007	SSTR5	CO2 flush	The SESS is dressed onto a truncated manikin with the hood zipped down. The manikin is then submerged in water which allows for a back pressure to build within the hood. CO ₂ is injected into the hood in excess of 5 kPa at which point the SESS is connected to an HH Hood Inflation System (HIS) (set to 0.9-1.0 PSI with an SA173) providing air to the hood. The time it takes for levels in the hood to drop from 2 kPa to 0.5 kPa will be recorded.	When connected to HIS air supply, the time taken for CO ₂ levels inside the hood to drop from 2 kPa to 0.5 kPa must not exceed 25 s.	Pass/Fail	Independent testing facility
Operational-008	SSTR8	Push-fit connector and hose coupling strength	The hose of the SESS will be hung off a rigid structure with a strain gauge placed in line. A weight carrier is hung off the push fit connector, ensuring equal circumferential pressure. A 700 N mass is added to the carrier for 60 secs, the push and hose connection is observed for any change. The measured load will be recorded and reported.	The connection between the suit system and the HIS must be capable of withstanding a pulling force of ~700 N for 60 seconds before detachment.	Pass/Fail	Independent testing facility
Operational-009	KSTR2, KSTR3, SSTR1	Ascent characteristics	The suit system will be subjected to ascent testing in a body of water with a [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. The suit (including life raft) will be dressed onto a manikin, inflated to maximum hood & stole capacity (as measured in Operational-005) and released from	The suit system must not ascend 'abnormally' through the water column. Assessment will be made by independent experts	Pass/Fail	Independent testing facility

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring		Where
			depth via control from the surface or by commercial divers. Manikins will be fitted with depth time loggers to record the rate of ascent.				
Operational-010	KSTR2, KSTR3, SSTR1	Ascent velocity	The suit system will be subjected to ascent testing in a body of water with a [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. The suit (including life raft) will be dressed onto a manikin, inflated to a buoyancy equivalent to the maximum hood & stole capacity (as measured in Operational-005) and released from depth via control from the surface or by commercial divers. Manikins will be fitted with depth time loggers to record the rate of ascent.	The suit systems should fall close to the ascent speed of [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. At this speed the majority of physiological effects are well understood.	High	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Independent testing facility
					Good	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	
					Concerns	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	
					Intolerable	[Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
					Information Act (FOIA) Section 26, Defence Exemption]	
Operational-011	KSTR1, SSTR13	Surface survival	<p>Tests will be conducted by SMERAS trained/Divers within an appropriate tank which is a temperature regulated calm body of water 3x3x3m in volume. Staff will be selected to broadly conform to Section 5.6.1.2 of the BS, Subject requirements for adults. They will be wearing bathing costumes underneath the candidate suit systems. Tests will follow guideline within BS EN 12402-9:2020, 5.6.5. Apparatus for this test will be set up as in Figure 13 of the BS.</p> <p>Two measurements of distance shall be made using the measuring device defined in the BS. The first shall be that between the measuring line and the fresh-water surface which shall be still and calm. The staff shall then be positioned floating in a relaxed position, inclined backwards, between the two floats of the device. After the person has attained an attitude of relaxed static balance, the distance between the measuring line and the lowest point of respiration, typically the corner of the mouth of the person, shall be measured while the person is at the lowest level attained during the normal breathing cycle.</p>	<p>Water level below the mouth to the surface must be:</p> <p>a) At least 50 mm with the stole inflated. The stole will be inflated using the push fit connector.</p> <p>AND</p> <p>At least 120 mm when using the suit systems secondary means of buoyancy (e.g. life jacket)(if applicable).</p>	Pass/Fail	Independent testing facility

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring		Where
			The freeboard for each person shall be recorded.				
Operational-012	SSTR13	Surface Survival	<p>Instructors shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) or overalls and don the suit system. With the stole inflated they will enter the water and swim 3 breast strokes forward and then relax, arms by sides and legs closed, face down. After establishing a stable floating position, each instructor shall demonstrate that they can turn themselves from a face-down to face-up position in not more than 5 seconds. Initially this shall be performed unassisted, as if unconscious, but if the suit system does not self-right the instructor will self-assist. If there is a secondary means of buoyancy within the suit system, the test will be repeated with this inflated.</p>	Minimal human effort should be required to right the suit system on the surface. The suit should self-right an unconscious user within 5 seconds.	High	Self-rights without human effort within 5 seconds	SMERAS TF
					Good	Rights within 5 seconds with some human effort required	
					Concerns	Rights within 5 seconds with significant human effort required	
					Intolerable	Righting requires significant human effort and takes longer than 5 seconds	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
Operational-013	SSTR25	Water leakage	<p>Test details: To begin each instructor shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) or overalls and don the suit system. Initially no inflatable elements of the suit will be inflated. In this state they shall then be weighed dry. For jumping; - Each instructor shall carefully enter the tank using a ladder, whilst wearing a correctly adjusted suit system, and remain there for 2 minutes to pre-wet the suit. They will then climb out using the same ladder, crouch, stretch, shake limbs and then stand to permit excess water to run off the exterior of the suit and to remove the water from all trapped areas. After standing for 1 minute, they will then be weighed before the jump. - At the top of the casing the instructor will vent excess air through the cuff whilst crouching or by another preferred means. - At this point the surface mode of the suit will be activated. - The instructor will then cover the mouth and nose with one hand and cross the other arm over the top, grasping the shoulder of the suit. The instructor will then step out from simulated casing (2.77 m) into the environmental tank to enter the water feet first.</p>	<p>- The mass of measured water during jumping shall not exceed 500 g when jumping from the simulated casing. - The suit shall not be damaged following this jump nor injure the user. The mass of measured water during swimming shall not exceed 200 g.</p>	Pass/Fail	SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			<ul style="list-style-type: none"> - After the jump, the instructor will climb out using the ladder and free trapped water from any external areas by crouching, stretching and shaking limbs. After 1 minute, the instructor will be weighed again and the weight recorded. - The suit system will then be removed to record the location of leakage in the suit and areas of wetted underclothing. <p>For swimming</p> <ul style="list-style-type: none"> - Following the leakage test for jumping, the instructor shall re-don the suit system using a dry set of underclothing. Each instructor shall carefully enter the tank using a ladder, whilst wearing a correctly adjusted suit system, and remain there for 2 minutes to pre-wet the suit. They will then climb out using the same ladder, crouch, stretch, shake limbs and then stand to permit excess water to run off the exterior of the suit and to remove the water from all trapped areas. After they have been standing for 1 minute they will then be weighed before the test starts. - The surface mode of the suit will be inflated prior to swimming. - Any hand protection provided with the suit shall be donned and the instructor will then carefully re-enter the tank using the ladder. The instructor will then swim on their back for 1 			

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			<p>minute and rest for 1 minute alternatively for 10 minutes. Hands and arms shall be kept in the water even if not being used for propulsion.</p> <ul style="list-style-type: none"> - After the 10 minutes the instructor will then attempt to get into the life raft, once this is achieved the instructor will re-enter the tank. - the instructor will climb out using the ladder and free trapped water from any external areas by crouching, stretching and shaking limbs. After 1 minute, the instructor will be weighed again and the weight recorded. - Suit system will then be removed to record the location of leakage in the suit and areas of wetted underclothing and the weight recorded. - The suit system will then be removed to record the location of leakage in the suit and areas of wetted underclothing. 			
Operational-014	SSTR14	Ergonomic Performance	<p>Test details: Prior to the test each instructor will be made aware of each movement to ensure they are capable of performing the full range of motion required. Each instructor shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) or overalls and don the suit system; this includes thermal liner if part of the SESS. No inflatable elements shall be used for this test. Subsequently they shall attempt to (without hand protection);</p> <p>Dexterity tests –</p>	<ul style="list-style-type: none"> - The suit system shall not prevent the user from completing movements 1 through 9. <p>There should be no visible damage to the seams of the suit and the tests should be</p>	Pass/Fail	SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			<ol style="list-style-type: none"> 1. Bend over (without squatting) 2. Pick up a length of 8 mm to 10 mm diameter rope pass it around their waist and tie a double overhand knot in front of them then, 3. Don the hand protection, pick up a pencil, and write their name <p>Mobility tests –</p> <ol style="list-style-type: none"> 4. Kneel on both knees, lean forward and place both hands on the floor 450 mm in front of the knees; 5. Position hands at chest level, palms out, reach directly overhead interlock thumbs, extend arms fully; 6. Kneel on the right knee, place left foot on the floor with the left knee bent 90 °. Touch toe of left foot with the thumb of the right hand. Then leave left arm hanging loosely and raise right arm fully overhead 7. Extend arms fully in front of body, lock thumbs together, twist upper body 90 ° to the left and right 8. Stand with feet a shoulder width apart, arms at side. Raise the arms until they are parallel to the floor in front of the body. Squat down as far as possible. 	<p>conducted without discomfort.</p>		

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			<p>9. Kneel as in movement 6). with left arm hanging loosely at side, raise right arm fully overhead.</p>			
Operational-015	SSTR14		<p>Walking - Each instructor shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) or overalls and walk a distance of 30 m on a smooth wetted course with at least one turn of at least 90 °. Each instructor shall walk the course twice and the average time shall be recorded. The routine shall then be repeated with the instructor wearing the suit system over their No. 4 AWD (no inflatable elements required). The instructor is allowed to rest between each walk.</p> <p>Climbing – Each instructor shall climb the ladder through [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. The instructor shall be timed from the start of the climb, to the moment both hands meet the top rung and back down to the starting position. Each instructor shall climb the ladder twice wearing their No. 4 Action Working Dress or overalls. The average time to reach the top of the platform and return to the starting position shall be recorded. The routine shall be repeated with the instructor wearing the suit system over their clothes. The average time to climb the ladder shall be no more than 25%</p>	<p>The suit system must not cause the instructor to walk more than 10% slower or ascend/descend the ladder more than 25% slower than without wearing the suit.</p>	Pass/Fail	SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
			<p>greater than the average time without the suit system. The instructor is allowed to rest between each climb. The test shall be repeated to for the ladder within [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption].</p>			
Operational-016	SSTR8	Compatibility	<p>Starting in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) or overalls, the instructors will don the suit system and perform an escape cycle in [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Users will perform all actions as would normally be involved for a training drill. Whilst entering the tower, instructors must be able to locate and plug into the SCV with the hood zipped down. At the uppermost level of the water, each instructor will attempt to look up to ensure they have clear sight of the hatch whilst adopting their braced position during the flood phase.</p>	<p>The suit system must allow the instructors to perform all necessary actions to escape from both the single and two-person escape towers. The suit system's field of view must provide sufficient sight for the instructor to plug into the HIS and see the hatch opening.</p>	Pass/Fail	SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
Operational-017	SSTR9		Instructor will attempt to attach both an ORCA 406 and ORCA 103 to themselves in the locations suggested by the manufacturer – if provided. If no suggestions from manufacturer, instructor is to attach the ORCA 406 PLB around their waist and secure, and the ORCA 103 around their shoulder and secure.	The suit system must enable fitting or attachment of both the ORCA 406 and ORCA 103 PLBs.	Pass/Fail	
Operational-018	SSTR14	Ergonomic performance	This test shall be carried out in the SMERAS tank which is of a depth that prevents an instructor pushing off from the bottom. Each instructor shall begin wearing the suit system over their No.4 Action Working Dress or overalls. This shall also include any supplied underclothing from the manufacturer. Each instructor shall enter calm water with the SESS in its surface mode, swim 25 (±5) m and then attempt to board the 25 seat life raft without any assistance. The instructor may have as many attempts at this action as required within a time limit of 5 minutes.	The suit system must not inhibit the instructors from climbing into the 25 seat life raft (unaided) within 5 minutes.	Pass/Fail	SMERAS TF

LIFE RAFT TESTS

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where	
Raft-001	LRTR1	Inflation Time	The life raft shall be subjected [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] and then inflated in calm water according to the manufacturer's instructions.	Time taken to full inflation does not exceed 60 seconds	Pass/Fail	Independent testing facility and SMERAS TF	
Raft-002	LRTR8	Drogue or Sea Anchor	This test will be assessed at the same time as test Raft-001, as it is expected the sea anchor/drogue will deploy automatically on inflation of the life raft. Timing is to begin immediately on manual deployment of the life raft.	The drogue or sea anchor must deploy when life raft is deployed	High	Drogue or sea anchor deploys automatically and immediately	Independent testing facility and SMERAS TF
					Good	Drogue or sea anchor deploys automatically within 60 seconds	
					Concerns	Manual intervention is required to the deploy the drogue or sea anchor	
					Intolerable	The drogue or sea anchor does not deploy	
Raft-003	LRTR1	Inflation endurance	This test will be assessed at the same time as test Raft-001 and Raft-002. 125 kg of weights will be evenly distributed across the floor of the life raft and allowed to float in a calm water for 24 hours. The raft shall be attached to an overhead crane with an inline strain gauge that shall be zeroed at the beginning of the test. If the life raft deflates weight will be transferred onto the strain gauge and the life raft can be topped up until equilibrium is reached again. The life raft will	Life raft to remain fully inflated for 24 hours. Amount of buoyancy loss to be determined acceptable by independent experts	Pass/Fail	Independent testing facility	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring		Where
			be inspected every 8 hours to record the strain gauge result and top up the life raft.				
Raft-004	LRTR5	SOLAS light	This test will be assessed at the same time as test Raft-003. Observation of the light will be made to determine if it activates automatically on deployment of the life raft. 24 hours will be allowed to pass, approximately every 12 hours the life raft light shall be inspected and have its lumen levels measured.	The light must automatically activate when the life raft is deployed and remain constantly lit and sufficiently bright for a minimum of 12 hours and 0.75 candela respectively.	Pass/Fail		SMERAS TF
Raft-005	LRTR9	Operability	Instructors shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37 and don the suit system. The surface mode of the suit shall be inflated before entering the water. The instructor will then carefully enter the water (sea state 1 to start) using a ladder, wearing the suit system with a life raft already inflated. The instructor will reach a stable position and they will then attempt to climb into the life raft. The time taken from the first movement to the time that the instructor is fully inside the raft, will be recorded. The sea state will then be increased to sea state 3 and the test will be repeated.	Able-bodied user must be able to enter the life raft within 2 minutes.	High	Within 2 minutes, an able-bodied user can enter fully inflated life raft in slight seas (sea state 3)	SMERAS TF
					Good	Within 2 minutes, an able-bodied user can enter fully inflated life raft in calm seas (sea state 1)	
					Concerns	Able-bodied user can enter fully inflated life raft, but takes longer than 2 minutes	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring		Where
					Intolerable	Able-bodied user cannot enter fully inflated life raft unaided	
Raft-006	LRTR7	Ergonomic Performance	Instructors shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) and don the suit system. The surface mode of the suit shall be inflated before entering the water. Then they will carefully enter the water (sea state 1) using a ladder with a life raft already inflated. The instructor will reach a stable position in the water (with the life raft the correct way up on the water surface) and they will then climb into the life raft. Instructor will assume a seated foetal position and remain in this position whilst photographs are taken. Inflatable components of the suit system can be deflated if required.	All able-bodied users must be able to assume the sitting-down foetal position inside the life raft	Pass/Fail		SMERAS TF
Raft-007	LRTR10	Capsize Recovery	Instructors shall start dressed in their No. 4 Action Working Dress (AWD) (IAW BR 3(1)-37) and don the suit system. The surface mode of the suit shall not be inflated for this test. Then they will carefully enter the water (sea state 1) using a ladder with a life raft already inflated. The instructor will reach a stable position and then capsize the life raft so the floor of the life raft is facing upwards. The instructor will then attempt to right the life raft so that the canopy of the life raft will face upwards. Instructors may make as many attempts as required within a time limit of 5 minutes.	The life raft must be rightable within 5 minutes.	Pass/Fail		SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
Raft-008	LRTR11	Ventilation	This test is not required to be conducted overwater. The instructor shall enter the life raft and ensure all areas are fully inflated. The instructor will then fasten the canopy (as instructed by the manufacturer) and then attempt to open the canopy to provide fresh air, and then attempt to reseal.	The life raft design must allow the user to achieve ventilation of the canopy and re-seal once completed	Pass/Fail	SMERAS TF

WHOLE SYSTEM TESTING

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance Criteria	Scoring	Where
System-001	KSTR4	Thermal Protection	A thermal manikin (Thermetrics NEMO) will be used b to conduct this test. Due to the intended use of this suit system, an assessment of the thermal protection will be made with the manikin wearing specified underclothing and suit, situated inside the life raft.	Effectiveness achieved of [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]	Pass/Fail	Independent testing facility

TRAINING SUIT TESTING

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring	Where
Training-001	TSTR2	Water leakage	The instructor will be dressed in a bathing costume and don the suit system. Initially no inflatable elements of the suit will be inflated. In this state they	- The mass of measured	Pass/Fail	SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring	Where
			<p>shall then be weighed dry with scales accurate to ± 10 grams and a capacity in excess of 150 kg.</p> <p>For jumping;</p> <ul style="list-style-type: none"> - Each instructor shall carefully enter the tank using a ladder, whilst wearing a correctly adjusted suit system, and remain there for 2 minutes to pre-wet the suit. They will then climb out using the same ladder, crouch, stretch, shake limbs and then stand to permit excess water to run off the exterior of the suit and to remove the water from all trapped areas. After standing for 1 minute, they will then be weighed before the jump. - At the top of the casing the instructor will vent through the cuff whilst crouching or by another preferred means. - At this point the surface mode of the suit will be activated. - The instructor will then cover the mouth and nose with one hand and cross the other arm over the top, grasping the shoulder of the suit. The instructor will then step out [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption] into the environmental tank to enter the water feet first. 	<p>water during jumping shall not exceed 500 g when jumping from the simulated casing.</p> <ul style="list-style-type: none"> - The suit shall not be damaged following this jump nor injure the user. <p>The mass of measured water during swimming shall not exceed 200 g.</p>		

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring	Where
			<ul style="list-style-type: none"> - After the jump, the instructor will climb out using the ladder and free trapped water from any external areas by crouching, stretching and shaking limbs. After 1 minute, the instructor will be weighed again and the weight recorded. - The suit system will then be removed to record the location of leakage in the suit and areas of wetted underclothing. <p>For swimming</p> <ul style="list-style-type: none"> - Following the leakage test for jumping, the instructor shall re-don the suit system using a dry set of underclothing. Each instructor shall carefully enter the tank using a ladder, whilst wearing a correctly adjusted suit system, and remain there for 2 minutes to pre-wet the suit. They will then climb out using the same ladder, crouch, stretch, shake limbs and then stand to permit excess water to run off the exterior of the suit and to remove the water from all trapped areas. After they have been standing for 1 minute they will then be weighed before the test starts. - The surface mode of the suit will be inflated prior to swimming. - Any hand protection provided with the suit shall be donned and 			

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring	Where
			<p>the instructor will then carefully re-enter the tank using the ladder. The instructor will then swim on their back for 1 minute and rest for 1 minute alternatively for 10 minutes. Hands and arms shall be kept in the water even if not being used for propulsion.</p> <ul style="list-style-type: none"> - After the 10 minutes the instructor will then attempt to get into the life raft, once this is achieved the instructor will re-enter the tank. - the instructor will climb out using the ladder and free trapped water from any external areas by crouching, stretching and shaking limbs. After 1 minute, the instructor will be weighed again and the weight recorded. <p>Suit system will then be removed to record the location of leakage in the suit and areas of wetted underclothing.</p>			
Training-002	TSTR2	Ergonomic Performance	<p>Prior to the test each instructor will be made aware of each movement to ensure they are capable of performing the full range of motion required. The instructor will be dressed in a bathing costume and don the suit system, this includes the thermal protective aid if part of the SESS. No inflatable elements shall be used for this test. Subsequently they shall attempt to (without hand protection);</p> <p>Dexterity tests –</p>	<ul style="list-style-type: none"> - The suit system shall not prevent the user from completing movements 1 through 9. <p>There should be no visible damage to the seams of the suit and the tests</p>	Pass/Fail	SMERAS TF

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring	Where
			<ol style="list-style-type: none"> 1. Bend over (without squatting) 2. Pick up a length of 8 mm to 10 mm diameter rope pass it around their waist and tie a double overhand knot in front of them then, 3. Don the hand protection, pick up a pencil, and write their name <p>Mobility tests –</p> <ol style="list-style-type: none"> 4. Kneel on both knees, lean forward and place both hands on the floor 450 mm in front of the knees; 5. Position hands at chest level, palms out, reach directly overhead interlock thumbs, extend arms fully; 6. Kneel on the right knee, place left foot on the floor with the left knee bent 90 °. Touch toe of left foot with the thumb of the right hand. Then leave left arm hanging loosely and raise right arm fully overhead 7. Extend arms fully in front of body, lock thumbs together, twist upper body 90 ° to the left and right 8. Stand with feet a shoulder width apart, arms at side. Raise the arms until they are parallel to the 	should be conducted without discomfort.		

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring	Where
			<p>floor in front of the body. Squat down as far as possible.</p> <p>Kneel as in movement 6). with left arm hanging loosely at side, raise right arm fully overhead.</p>			
Training-003	TSTR2		<p>This test shall be carried out in the SMERAS tank which is of a depth that prevents an instructor pushing off from the bottom. Each instructor shall begin wearing the suit system over their No.4 Action Working Dress or overalls. This shall also include any supplied underclothing from the manufacturer. Each instructor shall enter calm water with the SESS in its surface mode, swim 25 (±5) m and then attempt to board the 25 seat life raft without any assistance. The instructor may have as many attempts at this action as required within a time limit of 5 minutes.</p>	<p>All instructors must be able to climb into the 25 seat life raft unaided</p>	<p>Pass/Fail</p>	<p>SMERAS TF</p>
Training-004	TSTR2	Compatibility	<p>Users will don the suit system and perform an escape cycle in [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]. Users will perform all actions as would normally be involved for a training drill.</p>	<p>The suit system must not prevent all able-bodied users to travel through both the single and two-person escape towers. The suit system's field of view must provide sufficient sight for the instructor to plug into the HIS and see the hatch opening.</p>	<p>Pass/Fail</p>	<p>SMERAS TF</p>

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring		Where
Training-005	TSTR1	Durability	<p>Training suits must be sufficiently rugged to provide 6 months of continuous use within the training facility. To prove the suits are fit for purpose instructors shall complete circuits of a predefined course around the facility. Instructors shall begin the test in No.4 Action Working Dress or overalls and don the SESS, from the changing room they shall complete the following sequence;</p> <ul style="list-style-type: none"> - Commute downstairs towards the single and 2 person towers. The instructors will traverse up the ladder and through the tower, they will not complete a tower cycle (i.e. plug in, flood up). - Head upstairs to the environmental tank and step off the simulated casing into calm water (The surface mode of the suit will be inflated for the jump). - Swim over and climb into the 25 seat life raft. - Exit the life raft and swim back to the ladder to exit the tank. - Return to the changing room and remove the SESS. <p>The sequence will be repeated 30 times or at the point where the test SESS are not fit for purpose. Prior to the start of each test cycle the SESS will be inspected for damage.</p>	The suit system should be in working order after 30 cycles through the course.	High	Complete 30 cycles and be in working order	SMERAS TF
					Good	Complete 20-30 cycles in working order	
					Concerns	Complete 15-20 cycles in working order	

Test Reference ID	Requirements Tested Against	Test Specifics	Measurements	Acceptance criteria	Scoring		Where
			This test does not have to be completed all at once and does not require the same instructors to perform all the runs.		Intolerable	Complete < 15 cycles in working order	

FIGURE 1 – [Redactions applied under Freedom Of Information Act (FOIA) Section 26, Defence Exemption]