



DE&S

Contract Number: SACC/00023

Description: Interoperability Test Tools

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DEFFORM111 – Appendix – Addresses and Other Information**LIST OF ANNEXES TO THE CONTRACT**

ANNEX	Description
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Annex A Appendix A	IOTT Test Tools – Repair Procedure
Annex A Appendix B	IOTT Test Tools – Documentation Facility
Annex A Appendix C	IOTT Test Tools – Support
Annex B	DEFFORM30 (Edn 02/14)
Annex C	Milestone Payment Plan
Annex D	Tasking Procedure
Annex D Appendix 1	Tasking Authorisation Form
Annex D Appendix 2	List of Approved Tasks Performed Under Item 2 of the Schedule of Requirements
Annex E	[redacted]
Annex F	[redacted]
Annex G	Design Rights and Patents (Sub-Contractor's Agreement) (DEFFORM 117)
Annex H	[redacted]
Annex I	DEFFORM 522A
Annex J	[redacted]
Annex K	[redacted]

1) SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer BAE Systems Defence Information Training & Services Grange Road Christchurch Dorset BH23 4JE	MINISTRY OF DEFENCE	Contract No: SACC/00023
	Schedule of Requirements for Interoperability Test Tools (IOTT) Support Contract	
Issued With DEFFORM 47ST	On Wednesday 1st April 2015	Previous Contract No TTDLC/00136

Requirements

Item Number	Description	Unit Price (£)	Price All £ (ex-VAT)
1	Provision of the Interoperability Test Tools (IOTT) Support in accordance with Annex A – Statement of Work with effect from 1 st April 2015		[redacted]
2	Ad Hoc Tasking and Post Design Services (PDS) in accordance with Annex D		All tasks to be priced in accordance with Tasking Procedure at Annex D

2. GENERAL CONDITIONS

DEFCON501 (Edn.12/14) - Definitions and Interpretations

Note: For the purposes of this Contract, representatives of the "Authority" shall be defined as the DES SACC DT.

DEFCON503 (Edn.12/14) - Amendments to Contract

Note: The Authority's Commercial Branch at Box 1 of Appendix to Contract (DEFFORM111) shall be the Authority's nominated representative.

Note: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

Note: The Contractor's attention is drawn to clause 1 of DEFCON528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale.

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)

Note 1: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

DEFCON531 (Edn.11/14) - Disclosure of Information

Note: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

DEFCON532A (Edn.06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) – Severability

DEFCON539 (Edn.08/13) – Transparency

Note: Where a request for information relating to this contract is made under the Freedom of Information Act or Environmental Information Act, wherever reasonably possible, BAE Systems is consulted and afforded a reasonable period of time to indicate areas of Commercially-Sensitive Information to be redacted, prior to release of contract information to public domain. Please see the completed Appendix B regarding Commercially Sensitive Information.

DEFCON550 (Edn.02/14) - Child labour and Employment Law

DEFCON566 (Edn.07/14) - Change of Control of Contractor

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON656 (Edn.03/06) – Break

Note: The periods of notice under clauses 1 and 6b shall be 3 months and 2 months respectively.

2.1 Responsibility of the Contractor

2.1.1 The Contractor's responsibilities in relation to those defined elsewhere shall also include but not be limited to:

- a. Placing, administration, control and management of all suppliers required to meet the requirement defined in the Schedule of Requirements, regardless of the method by which the supplier may be selected.
- b. Planning, programming and progressing of the work, including appropriate documentation.
- c. Financial management of the work, including financial control and monitoring of all suppliers.

2.2 Disclosure of Information

2.2.1 In addition to the provisions of DEFCON 531, the Parties shall take reasonable precaution to ensure that information arising from, or connected with, the Contract, is divulged only to the minimum number of employees, and then only to the extent essential to each person's action in carrying out the Contract. General information, such as lists of military units or their locations, shall be restricted to those employees actually working on the Contract.

2.2.2 No information regarding the services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the prior written permission of the Authority, to whom any press or other enquiry on any such matter should be referred.

2.3 Compliance with the Electronic Transactions Agreement

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM30 (Edn 02/14) at Annex B. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

2.4 [redacted]

2.5 Duration

2.5.1 The duration of the Contract shall be for a period of two (2) years commencing 1st April 2015.

2.5.2 Where an item is loaded for repair or a task is authorised during the period of Contract but completion of the repair/task will be outside this period, then the task will be fulfilled in accordance with the terms and conditions and procedures of this Contract.

2.6 Precedence

2.6.1 In the event of conflict between the terms and conditions and the Contract Annexes and any other associated documents, precedence is as follows:

- 1) Terms and Conditions
- 2) Annexes
- 4) Other documentation.

2.6.2 Where the Contractor believes conflict exists, he shall bring this to the attention of the Authority at the earliest opportunity for his consideration.

2.6.3 The Parties will use their best endeavours to resolve the issue within 10 working days of the date of the issue being raised.

2.6.4 If such Parties cannot so resolve the issue they shall refer the dispute to their respective senior Commercial Manager / Head of Department.

2.7 Sub-Contracts

2.7.1 Without prejudice to the Contractor's entire obligation to the Authority to perform the Contract in all respects and to deliver the articles as contracted so to do irrespective of any breach or default by any person other than the Authority with whom the Contractor has contracted whether by way of Sub-Contract or otherwise, the Contractor shall be responsible for the award, administration and performance of all Sub-Contracts in such a manner to ensure that the delivery and performance requirements of the Contract are met. The Contractor shall be responsible for any inconsistencies, incompatibilities or omissions in its agreements with his Sub-Contractors.

2.2.2 In the event that the Contractor places a Sub-Contract with a supplier he shall ensure that it includes the conditions detailed at Annex E.

3. SPECIFICATIONS, PLANS, ETC

DEFCON82 (Edn 07/13) – Special Procedures For Initial Spares

Note: The Authority shall indicate where DEFCON82 (Edn 07/13) applies to any tasks raised under Item 2 of the Schedule of Requirements.

DEFCON129J (Edn.07/8) – The Use of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) – Specifications Changes

Note: Notwithstanding this condition, any change to the Specification will be treated as a contract change.

DEFCON601 (Edn.04/14) – Redundant Materiel

DEFCON602B (Edn.12/06) – Quality Assurance (without Quality Plan)

DEFCON606 (Edn.06/14) – Change and Configuration Control Procedure

DEFCON608 (Edn.10/14) – Access and Facilities to be provided by the Contractor

DEFCON637 (Edn.08/99) - Defect investigation and Liability

DEFCON644 (Edn.06/13) - Marking of Articles

3.1 Commercial Risk

The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- particular risks and their impact; or
- risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

3.2 Quality Assurance Representative

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM111 (Appendix).

3.3 Scope and Requirements

All work authorised against this Contract shall be undertaken to the reasonable satisfaction of the Authority's Project Manager, or his authorised representative, and shall be in accordance with the relevant Statement of Work at the Annexes to the Contract.

3.4 Confidentiality

3.4.1 This Condition shall apply in addition to and notwithstanding DEFCON 531 or any other confidentiality condition of the Contract.

3.4.2 For the purposes of this Condition "Controlled Information" shall mean any confidential information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend "Controlled Information" or other approved legend notified to the Contractor **[redacted]**. Controlled Information shall exclude information provided by oral communication.

3.4.3 The Contractor shall:

- i. Hold the Controlled Information and not to use it other than for the purpose of discharging its obligations under the Contract.
- ii. Not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract.
- iii. Not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority.
- iv. Protect the Controlled Information diligently against unauthorised access and against loss; and,
- v. Act diligently to ensure that:
 - (a) Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract.
 - (b) Employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

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

- i. Compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
- ii. Maintain this register for the duration of the Contract and for two years following completion of the Contract.
- iii. Make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,

iv. At the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

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

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

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

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

iv. From its records, that the information was derived independently of the Controlled Information;

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

3.5 Obsolescence Management

3.5.1 Obsolescence management shall be in accordance with the Statement of Work at Annex A to the Contract.

3.6 Configuration Control

For the purposes of the Contract Defence Standard 05-57 Issue 5 entitled "Configuration Management of Defence Materiel" shall apply.

3.7 Independent Safety Auditor

3.7.1 The Contractor shall provide access to records, including sub-contractor records, for contract purposes, to enable the MOD-appointed Independent Safety Advisor (ISA) to carry out safety audits and other assessment activities to meet MOD Safety requirements.

3.7.2 The Independent Safety Auditor is expected to be afforded free and unfettered access to, in broad terms, anything of material significance to the contractors safety programme, safety outputs and the safety characteristics of the delivered product, system or service. Generically this would include details pertaining to, but not limited to:

- a. Safety and quality management systems;
- b. Safety and quality management plans;
- c. Configuration management system and plan if not captured under quality;
- d. The competence of the contractor's personnel involved in delivering *safety* in terms of their qualifications and experience, and knowledge of the intended role, operating environment and users of the delivered product, system or service;
- e. Flow down of safety related requirements to any sub-contractors/supply chain;
- f. Hazard identification and analysis;
- g. Risk estimation;

- h. Risk and ALARP evaluation;
- i. Generation of derived safety requirements;
- j. How *safety* influenced architectural and component design and development decision making;
- k. Safety related verification testing and evaluation;
- l. Safety case and safety case reports;
- m. Hazard log;
- n. Internal and external safety audits, assurance and endorsement;
- o. Safety management meetings and records.

3.7.3 As a general rule, it is expected that the Independent Safety Auditor discharge his/her auditing role via documentation review and attendance at safety related meeting/activities, and only expected that the Independent Safety Auditor interview the contractor on a risk driven basis i.e. when the contractor's safety related plans, activities and outputs appear to indicate weaknesses in that contractor's safety management organisation and arrangements.

3.7.4 Whilst noting that safety hazard and risk management is a continuous through life activity, the equipment design and development orientated aspects of the above (in particular 2i thru 2k) would only apply in the event of an equipment configuration change e.g. PDS, an upgrade or technical refresh of that equipment.

3.8 Tasking

Additional Tasking shall be in accordance with the Tasking Procedure at Annex D to the Contract.

3.9 Disposal

Disposal of equipment shall be in accordance with the Statement of Work.

4. PRICE

DEFCON127 (Edn.12/14) - Price Fixing Condition for Contracts of Lesser Value

Note: DEFCON127 shall apply to Contract amendments including tasks raised under Item 2 of the Schedule of Requirements up to the value of £250,000.

DEFCON619A (Edn.09/97) – Customs Drawback Duty

DEFCON643 (Edn.12/14) - Price Fixing (Non-qualifying contracts)

Note: DEFCON 643 shall apply to Contract amendments including tasks raised under Item 2 of the Schedule of Requirements to the value of £250,000 and over.

DEFCON649 (Edn.07/99) - Vesting

Note: DEFCON649 (Edn.07/99) shall apply to Line Item 1 of the Schedule of Requirements and Contract Amendments tasks over £250,000 and/or tasks under Item 2 of the Schedule of Requirements where Milestone Payments have been agreed.

4.1 Firm Prices

4.1.1 Item 1 – Support

FIRM prices shall be agreed in accordance with DEFCON 643 for Item 1 of the Schedule of Requirements.

4.1.2 Item 2 – Ad Hoc Tasking

All work to be undertaken under Item 2 is to be tasked in accordance with the procedures detailed at Annex D. The Authority shall not be liable for any costs associated with work undertaken under Item 2 which has not been tasked in accordance with Annex D. Any tasks raised under Line Item 2 of the Schedule of Requirements are to be priced in accordance with the most recent promulgated agreed CAAS rates and shall be firm prices and not subject to variation.

4.2 Contract Pricing Statement

The Contract Pricing statement applicable to this Contract is at Annex F.

The Contractor shall submit completed Annex F for amendments to the Contract (Including Tasks under Line Item 2) valued over £250,000.

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON14 (Edn.11/05) – Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

Note: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

Note: DEFCON 14 shall only apply to Tasks raised under Item 2 of the Schedule of Requirements where the Authority has specified its inclusion and provided a complete DEFFORM 315.

DEFCON15 (Edn.02/98) – Design Rights and Rights to Use Information

Note: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

Note: DEFCON 15 shall only apply to Tasks raised under Item 2 of the Schedule of Requirements where the Authority has specified its inclusion and provided a complete DEFFORM 315.

DEFCON16 (Edn.10/04) - Repair and Maintenance Information

Note: DEFCON 16 shall only apply to Tasks raised under Item 2 of the Schedule of Requirements where the Authority has specified its inclusion and provided a complete DEFFORM 315.

DEFCON21 (Edn.10/04) - Retention of Records

Note: DEFCON 21 shall only apply to Tasks raised under Item 2 of the Schedule of Requirements where the Authority has specified its inclusion and provided a complete DEFFORM 315.

DEFCON90 (Edn.11/06) – Copyright

Note 1: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

Note 2: Access to data is subject to any necessary export approvals.

DEFCON91 (Edn.11/06) – Intellectual Property Rights in Software

Note 1: For the purposes of this condition, Clause 7 of DEFCON 501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

Note 2: Access to data is subject to any necessary export approvals.

DEFCON126 (Edn.11/06) - International Collaboration Clause

Note 1: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

Note 2: The period referred to in clauses 2 and 3 of DEFCON 126 shall be twenty (20) years.

Note 3: Access to data is subject to any necessary export approvals.

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

Note: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

5.1 Procedure for Making Direct Agreements with Sub-Contractors

The Contractor shall not enter into any commitment in relation to design work under the Contract, as may be amended from time-to-time, until the Sub-Contractor has entered into an agreement with the Authority in the form set out at Annex G. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the Sub-Contractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Sub-Contract or order.

6. LOANS

DEFCON23 (Edn.08/09) - Special Jigs, Tooling and Test Equipment

Note: For the purposes of the Contract, the reference(s) to "the Equipment Accounting Instructions" in DEFCON23 is amended to read "DEF STAN 05-99 (Issue 4, Amdt 2)".

DEFCON76 (Edn.12/06) Contractor's Personnel at Government Establishments

Note: For the purpose of this condition, Clause 7 of DEFCON 501 shall not apply. The processes described and documents required by this condition are not to be conducted or transmitted manually (i.e. not electronic) or as otherwise stated in the Contract.

[redacted]

DEFCON608 (Edn.10/14) – Access and Facilities to be provided by the Contractor

DEFCON611 (Edn.07/10) - Issued Property

Note: For the purposes of this Contract, the Issued Property is listed at Annex H

DEFCON694 (Edn.02/12) - Accounting For Property of the Authority

6.1 Licences

Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as Licensee and shall vacate the same upon completion of the Contract.

6.2 Government Furnished Equipment

6.2.1 The Authority shall provide Government Furnished Assets (GFA), which will include Government Furnished Resources (GFR), Facilities (GFF), Equipment (GFE), Information (GFI) and Services (GFS) in accordance with the listing at Annex H to the Contract, in accordance with DEFCON 611.

6.2.2 The GFA list at Annex H to the Contract represents the GFA items as agreed between the Authority and the Contractor for the purposes of this Contract. In the event that the Contractor wishes the Authority to provide any further GFA, he must formally notify the Authority including full details of the GFA he would like the Authority to provide. Wherever practicable the Authority will endeavour to meet the additional request, but will be under no obligation to do so. If the request can be satisfied from the Authority's existing resources the appropriate terms shall be negotiated (type of loan, dates, and cost). Annex H to the Contract will be amended by a formal Contract amendment to reflect any revised GFA provision. All requirements for GFA must be directed to the Authority's Commercial Officer unless advised otherwise.

6.2.3 The Authority shall have no liability to the Contractor if, when the equipment or services are made available or offered to be made available on the agreed date, the Contractor fails to make use of them. In such circumstances the liability of the Authority shall cease with effect from the time the facility is made available or offered to be made available, except where it is in the best interest of the Authority to continue to provide support.

6.2.4 Not used.

6.2.5 The Contractor shall observe the instructions of the Authority regarding any GFA issued to him on loan for the purpose of the Contract and shall be responsible for the safe custody of the GFA while in his possession. The Contractor shall observe any accounting instructions issued to him by the Authority (also in addition to Clause 12 of DEFCON 611).

6.2.6 The Contractor shall not modify any GFA without the prior written agreement of the Authority. If the Contractor has any doubt about the suitability of any item, or has proposals

for design changes, he shall advise the Authority accordingly at the earliest opportunity, preferably at the time of the agreement of the Specification of the main item or materiel. The Contractor shall ensure that the design of the installation using GFA is in accordance with the specific requirements of such equipment.

6.2.7 It shall be the responsibility of the Contractor to notify the Authority of any defects or deficiencies that are discovered during usage of the GFA.

6.2.8 Should there be a risk identified, by either the Authority or the Contractor, that delivery of GFA items may be delayed, both Parties shall work together to identify alternative solutions to mitigate the impact to the programme. Should agreement not be reached and the GFA items are subsequently delivered late, the position as identified within Annex H shall apply against those items where mitigations have been identified.

6.2.9 In the event that the GFE cannot be provided, the Contractor shall take all reasonable actions to minimise any additional expenses or time delays. Where additional expenses are unavoidable, the Contractor shall establish, to the reasonable satisfaction of the Authority, that such additional expenses or delays was a direct result of not receiving the GFE on the identified date. The Contract price and Contracted delivery dates shall then be amended accordingly.

6.2.10 Notwithstanding Condition 6.2.9 of the Contract, in circumstances where the Contractor is responsible for the supply to the Authority of equipment, facilities, information or services under other contractual arrangements which are to be supplied as GFA under this Contract, then the Contractor shall undertake full responsibility for the timely delivery of such items.

6.2.11 The Authority shall not be under any obligation to continue to provide GFA to the Contractor in accordance with Annex H to the Contract if the delivery requirements detailed in the Schedule of Requirements are not met by the Contractor.

6.2.12 It shall be the responsibility of the Contractor to take all steps that may be necessary to ensure that it has brought to the notice of all sub-contractors and any other persons dealing with any GFA that the Authority is the owner of the GFA. The Contractor shall notify the Authority of any attempts by a third party to secure a lien or rights of a similar kind on any GFA. At the same time he shall notify the third party that the Authority is the owner of the GFA. This shall in no way relieve the Contractor of any of his responsibilities under DEFCON 611.

6.2.13 The Contractor shall provide reasonable access to any GFA issued under the Contract for inspection by the Authority. The Contractor shall ensure a similar provision is included in any sub-contract under which GFA is issued.

6.2.14 The Authority reserves the right to withhold Milestone payments against the Contract until such time as any GFA items due to be returned prior to completion of such milestones are returned. This right shall apply only where the individual Milestone definition explicitly specifies the return of the clearly identified GFA items as part of that Milestone's completion.

6.2.15 The Authority reserves the right to withhold final payment against the Contract until the Contractor has returned all GFA issued to him for the purposes of the Contract.

7. DELIVERY

DEFCON 5J (Edn.07/08) - Unique Identifiers

Note: Existing Contracts Created Off Line (P2P)

Where an offer and acceptance has already taken place off-line to establish the Contract, the Authority shall issue a purchase order message in order to establish unique order identifiers for the Items on the Schedule of Requirements for the purpose of subsequent P2P transactions. The Contractor shall respond with an acknowledgment message. In these circumstances, purchase order messages serve only to convey to the Contractor the information necessary against which to supply an item, prepare a delivery label and to submit an invoice message; the purchase order acknowledgment message serves only to confirm receipt of a purchase order message. No new Contract is understood to be formed by this purchase order.

DEFCON507 (Edn.10/98) - Delivery

DEFCON524 (Edn.10/98) - Rejection

Note: The Period for Rejection shall be 30 days.

DEFCON525 (Edn.10/98) – Acceptance

Note: The Period of Acceptance shall be 30 days.

DEFCON612 (Edn.10/98) – Loss Of Or Damage To The Articles

DEFCON614 (Edn.09/03) – Default

[redacted]

DEFCON621A (Edn.06/97) – Transport (If The Authority is responsible for Transport).

Note: For the purposes of this condition, Clause 7 of DEFCON501 shall not apply. The processes described and documents required by this condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

DEFCON624 (Edn.11/13) - Use of Asbestos

7.1 Self-To-Self Delivery

Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a sub-contractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.

7.2 Warranty

Spares, Repairs and development deliverables emanating from tasks initiated under Item 2 of the Schedule of Requirements will be subject to a warranty as agreed during the tasking procedure at Annex D.

8. PAYMENTS/RECEIPTS

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522 (Edn.07/99) – Payment

DEFCON522J (Edn.05/03) – Payment under P2P

Note: DEFFORM 522A is at Annex I.

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

8.1 Payment

8.1.1 Item 1 – Statement of Work

8.1.1.1 Payment shall be made quarterly in arrears for the provision of the Item 1 of the Schedule of Requirements in accordance with the Statement of Work at Annex A and in accordance with the Milestone payment plan at Annex C.

8.1.2 Item 2 - Ad Hoc Tasking

8.1.2.1 When a task is performed in accordance with the tasking procedure at Annex D, payment shall be made following completion of the task to the satisfaction of the Authority's Project Manager (as detailed at Box 2 of DEFFORM 111).

[redacted]

9. CONTRACT ADMINISTRATION

DEFCON604 (Edn.06/14) - Progress Reports

Note: The frequency of Progress Reporting shall be as per the Statement of Work

DEFCON609 (Edn.06/14) - Contractor's Records

DEFCON642 (Edn.06/14) - Progress Meetings

Note: The frequency of Progress Meetings shall be as per the Statement of Work

9.1 Meetings

The Contractor shall attend all meetings in accordance with the Statement of Work at Annex A and provide the necessary information and personnel.

9.2 Reports

The Contractor shall deliver all reports to the Authority in accordance with the Statement of Work at Annex A.

Appendix - Addresses and Other Information

1. Commercial Officer
[redacted]

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

3. Packaging Design Authority

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

4. (a) Supply/Support Management Branch or Order Manager:
Tel No:
(b) U.I.N. P0084A

5. Drawings/Specifications are available from

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

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

AQAPS and DEF STANs are available from Stan 1, Kentigern House, 65 Brown St, Glasgow, G2 8EX. A self addressed label should be sent with each application. Website is: www.dstan.mod.uk

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

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

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 (see Note 1)
Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through*:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

NOTES
1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.
2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES NO

Issue of Government Property YES NO

VAT Contractor - Country of Origin (delete those not applicable)

UK x	Overseas (non-EC Country)	Overseas (EC Country)
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If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input style="width: 95%;" type="text"/>
Exempt	<input type="checkbox"/>	Item Nos	<input style="width: 95%;" type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input style="width: 95%;" type="text"/>
Taxable - Standard Rate	<input checked="" type="checkbox"/>	Item Nos	ALL

(where a contract is with an overseas contractor JSP 916 should be consulted)

Finance Branch

RAC / LPC No / Project No

Requisition No

Project Management/ Production branch reference

Place of manufacture

Place of packaging

Contractor's Tel No