



**Framework Agreement No:  
701551823 – S&MOCB/3397**

**For:  
Chartering, Sale & Purchase Shipbroking  
Services**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>  <b>Team Name and address:</b> Salvage and Marine Operations MOD Abbey Wood (South) NH3 Ash 2A #3203 Bristol BS34 8JH  <b>E-mail Address:</b> [redacted]  <b>Telephone Number:</b> [redacted]	<b>And</b>  <b>Contractor Name and address:</b> Braemar ACM Shipbroking Ltd. One Strand Trafalgar Square London WC2N 5HR  <b>E-mail Address:</b> [redacted]  <b>Telephone Number:</b> [redacted]
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## FRAMEWORK AGREEMENT TERMS & CONDITIONS

THIS FRAMEWORK AGREEMENT is made on 18-02-2022.

BETWEEN

1. The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (the "Authority") and
2. Braemar ACM Shipbroking Ltd. which is a company registered in United Kingdom under company number 01020997 and whose registered office is at One Strand, Trafalgar Square, London, WC2N 5HR (the "Contractor").

each a 'Party' and together the 'Parties'.

### BACKGROUND

1. The purpose of this Framework Agreement is to provide the Authority access to shipbroking specialist services, worldwide, across the commercial shipping sectors.
2. The Authority placed a Contract Notice (2021/S 000-021085) on 25-08-2021 on the Find a Tender Service (FTS) via the Defence Sourcing Portal (DSP) seeking expressions of interest, in the form of a Pre-Qualification Questionnaire (PQQ), from Potential Tenderers for the provision of Services to the Authority.
3. Following PQQ evaluation, the Authority invited Tenderers (including the Contractor) on 22-11-2021 to tender for the provision of Services.
4. The Contractor submitted a tender to the Authority on 10/01/2022 (the "Tender") through which it represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Contractor made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost-effective manner.
5. On the basis of the Tender, the Authority selected the Contractor to enter into a Framework Agreement to provide the Services in accordance with this Framework Agreement.
6. This Framework Agreement sets out the award procedure for purchasing the Services which may be required by the Authority, the terms and conditions for the provision of the Services and the obligations of the Contractor during and after the Term of this Framework Agreement.
7. It is the Parties' intention that the Authority has no obligation to place any Call-off Contracts with the Contractor under this Framework Agreement during the Term.

## Section 1 - Definitions and Interpretations

### 1. Definitions

- 1.1. In this Framework Agreement and any Call-off Contracts, unless the context otherwise requires, capitalised expressions shall have the meanings set out below or the relevant Schedule in which that capitalised expression appears.
- 1.2. If a capitalised expression does not have a definition set out below or the relevant Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

<b>Articles</b>	means the Contractor Deliverables (goods and/ or services) which the Contractor is required to provide under the Framework Agreement in accordance with Schedule 1 (Statement of Technical Requirements).
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown.
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Schedule 6 (Addresses and Other Information) who will act as the Authority's Representative(s) in connection with the Contract.
<b>Conditions</b>	means the terms and conditions set out in this document.
<b>Contract Price</b>	means the amount set out in Condition 4 (Contractor's Appointment) to be paid (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.
<b>Contractor</b>	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.
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive.
<b>Contractor Deliverables</b>	means the goods and/or the services which the Contractor is required to provide under the Contract.
<b>DEFCON</b>	means the MOD Defence Condition series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> .
<b>DEFFORM</b>	means the MOD Defence Form series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> .
<b>DEFSTAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> .
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee.
<b>Delivery Date</b>	means the date as specified in a Call-off Contract on which the Contractor Deliverables or the relevant portion of them are to be Delivered.
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter.
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation.

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<b>Framework Agreement</b>	means the Framework Agreement including its Schedules and any amendments agreed by the Parties in accordance with Condition 11 (Amendments to Contract).
<b>Government Furnished Assets (GFA)</b>	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.
<b>Information</b>	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.
<b>Issued Property</b>	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.
<b>Legislation</b>	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract.
<b>Overseas</b>	shall mean non-UK or foreign.
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly.
<b>Schedule of Technical Requirements</b>	means Schedule 1 (Schedule of Technical 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.
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications referred to in Schedule 1 (Schedule of Technical Requirements).
<b>Subcontractor</b>	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.
<b>Transparency Information</b>	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.
<b>Vessel Owner</b>	means any Vessel Owner or Vessel Operator.

## 2. Interpretation

2.1. The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

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- (e) 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 by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (h) references in this Framework Agreement to any condition or sub-condition or Schedule without further designation shall be construed as a reference to the condition or sub-condition or Schedule to this Framework Agreement so numbered;
- (i) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (j) reference to a condition is a reference to the whole of that condition unless stated otherwise.

## Section 2 – DEFCONs

### 3. DEFCONs applicable to this Framework Agreement and all Call-off Contracts

DEFCON 5J (Edn 18/11/16) – Unique Identifiers.

Note: Clause 4 of the DEFCON shall not apply to this Framework Agreement.

DEFCON 76 (Edn 06/21) – Contractor's Personnel at Government Establishments.

DEFCON 129J (Edn 11/16) – The Use of the Electronic Business Delivery Form.

DEFCON 501 (Edn 07/21) – Definitions and Interpretations.

DEFCON 503 (Edn 07/21) – Formal Amendments to the Contract.

DEFCON 507 (Edn 07/21) – Delivery.

DEFCON 513 (Edn 07/21) – Value Added Tax.

DEFCON 514 (Edn 08/15) – Material Breach.

DEFCON 515 (Edn 06/21) – Bankruptcy and Insolvency.

DEFCON 516 (Edn 04/12) – Equality.

DEFCON 518 (Edn 02/17) – Transfer.

DEFCON 520 (Edn 08/21) – Corrupt Gifts and Payments of Commission.

DEFCON 522 (Edn 11/17) – Payment and Recovery of Sums Dues.

DEFCON 524 (Edn 02/20) – Rejection.

DEFCON 525 (Edn 10/98) – Acceptance.

DEFCON 526 (Edn 08/02) – Notices.

DEFCON 527 (Edn 09/97) – Waiver.

DEFCON 529 (Edn 09/97) – Law (English).

DEFCON 530 (Edn 12/14) – Dispute Resolution (English Law).

DEFCON 531 (Edn 11/14) – Disclosure of Information.

DEFCON 532B (Edn 04/20) – Protection of Personal Data.

DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment.

DEFCON 537 (Edn 06/02) – Rights of Third Parties.

DEFCON 538 (Edn 06/02) – Severability.

DEFCON 539 (Edn 08/13) – Transparency.

DEFCON 550 (Edn 02/14) – Child Labour and Employment Law.

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

DEFCON 602B (Edn 12/06) – Quality Assurance (without Quality Plan).

DEFCON 604 (Edn 06/14) – Progress Reports.

DEFCON 608 (Edn 10/14) – Access and Facilities to Be Provided By the Contractor.

DEFCON 609 (Edn 07/21) – Contractor's Records.

DEFCON 612 (Edn 06/21) – Loss of or Damage to the Articles

DEFCON 620 (Edn 08/21) – Contract Change Control Procedure.

DEFCON 630 (Edn 02/18) – Framework Agreements.

DEFCON 632 (Edn 06/21) – Third Party Intellectual Property - Rights and Restrictions.

DEFCON 642 (Edn 07/21) – Progress Meetings.

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

DEFCON 656B (Edn 08/16) – Termination for Convenience – £5m and Over.

DEFCON 658 (Edn 09/21) – 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 (Edn 12/15) – Official-Sensitive Security Requirements.

DEFCON 703 (Edn 06/21) – Intellectual Property Rights – Vesting In the Authority.

Note: DEFCON 703 shall not apply to Weekly Market Intelligence. The Authority shall be free to reproduce and use Weekly Market Intelligence provided by the Contractor for its internal business purposes including use by its agents, professional advisors and manpower substitutes.

### **Notes:**

References in DEFCONs to Contract shall denote this Framework Agreement and any Call-off Contract formed under the Framework Agreement.



## **Section 3 - Scope and Term**

### **4. Contractor's Appointment**

- 4.1. The Authority hereby appoints the Contractor as the provider of the Contractor Deliverables and the Contractor shall be eligible to be awarded a Call-off Contract by the Authority from the Commencement Date throughout the Term.
- 4.2. In consideration of the Contractor agreeing to enter into this Framework Agreement and to perform its obligations under it, the Authority agrees to pay and the Contractor agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Contractor).

### **5. Term**

- 5.1. This Framework Agreement shall take effect from the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement in accordance with Condition 5.2. below) shall terminate at the end of the seven (7) year Term.
- 5.2. A Call-off Contract shall take effect from the commencement date specified in the Call-off Contract and (unless terminated in accordance with Condition 18 (Cancellation of a Call-off Contract) or is otherwise lawfully terminated) shall terminate once all deliverables have been delivered to the Authority's satisfaction in accordance with DEFCON 525 (Acceptance).

### **6. Scope of Framework**

- 6.1. This Framework Agreement governs the relationship between the Authority and the Contractor in respect of the provision of the Contractor Deliverables by the Contractor to the Authority.
- 6.2. The Authority may, at its absolute discretion and from time to time during the Term, order the Contractor Deliverables from the Contractor in accordance with the Award Procedure set out in Condition 9 (Contract Award Procedure).
- 6.3. The Contractor acknowledges that there is no obligation whatsoever on the Authority to invite the Contractor to provide any Contractor Deliverables and/or to purchase any Contractor Deliverables under this Framework Agreement and that no form of exclusivity has been granted by the Authority for the Contractor Deliverables.
- 6.4. No undertaking or any form of statement, promise, representation or obligation shall be made or deemed to have been made by the Authority in respect of the total quantities or values of the Contractor Deliverables to be ordered pursuant to this Framework Agreement and the Contractor acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

### **7. Precedence**

- 7.1. The Contractor shall perform all Call-off Contracts entered into with the Authority in accordance with:
  - (a) The requirements of this Framework Agreement; and
  - (b) The terms and conditions of the respective Call-off Contracts.
- 7.2. In the event of, and only to the extent of, any conflict or inconsistency between the conditions of this Framework Agreement and the terms and conditions of a Call-off Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
  - (a) the terms of the Framework Agreement and the Schedules to the Framework Agreement;
  - (b) The terms of the Call-off Contract;

- 7.3. No refinement to the terms of the Call-off Contract shall have the effect of amending or reducing the effect of the Framework Agreement or of creating a conflict between the Framework Agreement and the Call-off Contract where one did not previously exist.
- 7.4. If a Party becomes aware of any conflict or inconsistency within or between the documents referred to in Condition 7.2, such Party shall notify the other Party immediately and the Parties will seek to resolve such inconsistency. If either Party considers the inconsistency to be material, then the matter shall be determined in accordance with DEFCON 530 (Dispute Resolution).

## **8. Warranties and Representations**

- 8.1. The Contractor warrants and represents to the Authority that:
- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
  - (b) this Framework Agreement is executed by a duly authorised representative of the Contractor;
  - (c) in entering into this Framework Agreement or any Call-off Contract it has not committed any Prohibited Act;
  - (d) as at the Commencement Date, all information, statements and representations supplied by or on behalf of the Contractor to the Authority in connection with entry into the Framework Agreement are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
  - (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Call-off Contract which may be entered into with the Authority;
  - (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-off Contract; and
  - (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue.

## Section 4 – Award Procedure and Contract Administration

### 9. Contract Award Procedure

**Procedure for supporting requirements below the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 thresholds or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement.**

- 9.1. Where the Authority identifies a SOTR section 2, 3 or 4 requirement for the Contractor to provide the Contractor Deliverables in support of the Authority deliver a specific requirement, the Authority shall use an appropriately modified industry standard form of contract to award a Contract to a Vessel Owner. The following process for utilising the Contractor's services shall apply and both Parties shall follow this process.
- 9.2. In order to deliver a requirement, the Authority may utilise the Contractor's services to enable the placement of a Contract with a Vessel Owner where formal market engagement is required. The Authority shall issue a Request for Proposal (RFP) by email, (or such other means as the Authority shall determine) to the Contractor which will detail the general technical requirements for a requirement and a specified response date by which the Contractor must return its proposal(s). When setting a response date, the Authority shall seek to provide the Contractor with a minimum of 7 (seven) calendar days to provide a response but for operational reasons this may not always be possible. For example, to support specific crisis management operations. The RFP will include the Authority's Statement of Requirement (SOR) to meet the requirement and the Award Criteria.
- 9.3. Following receipt of a RFP, the Contractor must submit the Subject to Contract proposal(s) to the Authority in accordance with the instructions set out in the RFP no later than the response date. The Contractor's Subject to Contract proposal(s) must provide all the requested information including a Firm Price / Firm Rates for the delivery of the Task. The Contractor must identify the maximum number of Vessel Owner's capable of meeting the Authority's requirement.
- 9.4. After the response date, the Authority shall evaluate the Contractor's proposal(s) submitted in accordance with the RFP Instructions and which are received on or prior to the Response Date.
- 9.5. The Authority shall notify the Contractor of which Vessel Owner's Subject to Contract proposal the Authority intends to initiate a Negotiated Procedure without Prior Publication of a Contract Notice in order to award a Contract. The Contractor shall provide its services to support the Authority's negotiation and award of the Contract.

**Procedure for supporting requirements above the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 thresholds or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement.**

- 9.6. Where the Authority identifies a SOTR Section 3 or 4 requirement that is above the threshold of the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement, and is not available through a suitable existing MOD or Other Government Department Framework Agreement, the Authority may be obliged to compete the requirement in accordance with the rules and procedures in the regulations. Therefore, the Authority, in delivering these obligations, shall follow the following process in order to utilise the Contractor's services to successfully deliver a requirement and both Parties shall follow this process.
- 9.7. Where the Authority intends to utilise the Contractor to support its competition, the Authority shall use a Contract Notice to advertise the call for competition on a Government e-sourcing platform. The Contractor must publish the advert as widely as possible in other media with links to the relevant Contract Notice to help ensure that Vessel Owners that do not regularly see Authority Contract Notice's see the requirement. This service shall be provided free of charge to the Authority. The Contractor must comply with the following when publishing an advert in other media:

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- (a) The Contractor must make sure that the advert is identical, in terms of descriptions and specifications, to the Authority's Contract Notice;
  - (b) The Contractor must not include information above Official in the advert.
- 9.8. The Authority shall follow and comply with the relevant procurement principles and procedures when seeking offers in relation to a proposed Contract which shall include a formal procurement process.
- (a) Where the Authority identifies a requirement for specialist subject matter shipbroking advice during a competitive procurement process, the Authority shall issue a Task Approval Form (TAF) at Schedule 3 with the intent to award a Call-off Contract. The authorisation of a TAF shall be subject to the process at Conditions 9.10-9.14.
  - (b) Where the Authority identifies a requirement for specialist subject matter shipbroking advice during a non-competitive procurement process, the Authority shall issue a TAF at Schedule 3 with the intent to award a Call-off Contract. The authorisation of a TAF shall be subject to the process at Conditions 9.10-9.14.
- 9.9. The Contractor shall implement and comply with a Conflict of Interest (COI) regime to ensure that no COI exists where the Contractor also represents a Vessel Owner in a procurement process. The Authority requires the Contractor to maintain a separation and ethical walls between their Contractor Team and their Team supporting a Vessel Owner. As a minimum, the requirements set out below shall help to ensure that the Contractor is able to provide impartial subject matter shipbroking advice for all Call-Off Contract requirements. The Contractor's COI regime shall include, but not be limited to, process and mechanisms to ensure that:
- (a) The Contractor shall not change the identity or roles of members of its Team without the Authority's prior written consent.
  - (b) The Contractor shall keep the Authority up to date on Team structures (including details of personnel involved in providing services to Vessel Owners).
  - (c) The Contractor shall notify the Authority of any actual or intended changes to its Team as soon as reasonably possible.
  - (d) There is an ethical wall implemented including a physical, managerial and ICT separation between (i) its Contractor Team delivering the Contractual Deliverables of the Framework Agreement, and (ii) all other personnel engaged in the tendering for a requirement on behalf of a Vessel Owner.
  - (e) Information relevant to or concerning a requirement is stored and handled safely and securely (in both electronic and hard copy form).
  - (f) Information relevant to or concerning a requirement is only accessed and used on a "need-to-know" basis.
  - (g) Information relevant to or concerning a requirement is not shared between the Contractor Team and any persons outside the Team.
  - (h) All members of its Team (and any other relevant individuals) understand and comply with the COI regime and their responsibilities in relation to them.
  - (i) The Contractor's internal governance and sign-off processes in relation to a requirement will not breach the COI regime or any security requirements applicable to the requirement.
  - (j) The Contractor actively monitors and enforces compliance with the COI regime, and immediately informs the Authority of any actual or suspected non-compliance, and takes immediate steps to investigate and rectify such non-compliance;
  - (k) The implementation of and adherence to the COI regime is validated and demonstrated to the Authority.
  - (l) The Contractor maintains full written audit records concerning its implementation, maintenance, compliance and enforcement of the COI regime, and shall provide these records to the Authority within five (5) days of a request to do so from the Authority.

Failure by the Contractor to comply with these requirements may constitute a breach of the Framework Agreement and may result in its termination in accordance with DEFCON 656A or DEFCON 656B.

**Call-off Contract Award Procedure for SOTR Sections 2, 3, 4, 5 and 6.**

- 9.10. Where the Authority identifies a requirement for the Contractor to provide the Contractor Deliverables, the Authority shall use a Task Authorisation Form (TAF) to generate a Call-off Contract. Each TAF raised shall be serially numbered in the 000 series, commencing 001. The following process for awarding a Call-off Contract shall apply and both Parties shall follow this process.
- 9.11. The Authority shall issue a TAF Part A by email, (or such other means as the Authority shall determine) to the Contractor which will detail the instructions for a requirement and a specified response date by which the Contractor must return its proposal. When setting a response date, the Authority shall seek to provide the Contractor with a minimum of seven (7) calendar days to provide a formal response but for operational reasons this may not always be possible. For example, to support specific crisis management operations.
- 9.12. Following receipt of a TAF, the Contractor must submit its formal proposal to the Authority in accordance with the instructions set out in the TAF no later than the response date. The Contractor's formal proposal must provide all the requested information including a Firm Price to deliver the requirement using Part B of the TAF issued to the Authority by email (or such other means as the Authority shall determine).
- 9.13. After the response date, the Authority shall evaluate the Contractor's formal proposal submitted in accordance with the TAF instructions and received on or prior to the response date. The Authority shall clarify any elements as appropriate and if required, the Contractor shall provide an updated formal proposal. If the Authority is content with the Contractor's formal proposal, it shall be approved by the Authority's Project/Technical, Finance and Commercial Managers and the Contractor shall be notified of its approval by the Authority's issuance of Part C of the TAF by signing and returning it to the Contractor by email (or such other means as the Authority shall determine). Once approval has been received, the Contractor shall proceed to provide the requirement set out in the TAF in accordance with Section 5 (Delivery of Call-off Contracts).
- 9.14. After satisfactory completion of the requirement, the Contractor shall submit a signed Part D to the Authority confirming completion of the TAF for countersignature. The Authority shall sign and return the signed Part E to the Contractor if it has been completed to the Authority's satisfaction. If the output does not conform with the requirement of the TAF, the Authority shall reject it and the Contractor shall, at its own expense, supply a Contractual Deliverable that conforms with the requirements of the TAF. After signature of the Part E, the Contractor shall submit an invoice for payment on CP&F.

**10. Contract Meetings and Contract Management Information**

- 10.1. The Contractor shall attend contract meetings at the frequency or times referenced in Sub-condition 10.1(a) and 10.1(b) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
  - (a) **Ad-Hoc** - The Authority and the Contractor shall hold meetings as and when required by the Authority to examine any issues that have arisen with the performance of this Framework Agreement and to act as the first point of escalation for resolution of any problems.
  - (b) **Annual** – The Authority and the Contractor shall hold an annual contract review meeting to discuss contract workload, future workload and provide a forum for continuous improvement.
- 10.2. Unless otherwise stated the Contractor will be responsible for:
  - (a) Providing the date, time and location of any Ad-hoc or Annual meeting;
  - (b) Providing a formal agenda with a minimum of 48 hours' notice; and

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- (c) Maintaining a record of the discussions and decisions of the meeting.
- 10.3. The Contractor shall provide the Authority with a nominated account manager, who is proficient in both written and spoken English.
- 10.4. The Contractor shall provide to the Authority upon request Management Information on an ad-Hoc basis starting from the Commencement Date in such form as the Authority shall reasonably require. The Management Information shall include but not be limited to the following information:
  - (a) Number of Tasks undertaken.
  - (b) Number of Tasks successfully completed within specified timescales.
- 10.5. To enable the Authority to plan and secure appropriate funding for potential Tasks, the Contractor shall upon request provide information and data relevant to the Contractor Deliverables and this Framework Agreement within the timeframe required by the Authority. Information required may include, but is not limited to, planning timelines and budgetary estimates.

### **11. Amendments to the Framework Agreement**

- 11.1. This Framework Agreement shall only be amended by the written agreement of the Authority and the Contractor(s).
- 11.2. Subject to the provisions of this Condition 11, the Authority may request a variation to this Framework Agreement. Such a change once implemented is hereinafter called a "**Variation**".
- 11.3. The Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Contractor, request a Variation by completing and sending an Authority Notice of Change along with DEFFORM 10B and a serially numbered amendment letter (the "Framework Amendment Letter") to the Contractor giving sufficient information for the Contractor to assess the extent of the proposed Variation and any additional cost that may be incurred.
- 11.4. The Contractor shall respond to the Authority's request pursuant to Condition 11.3 within the time limits specified in the Authority Notice of Change. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.
- 11.5. The written agreement shall consist of the:
  - (a) Authority Notice of Change (including DEFFORM 10B);
  - (b) Framework Amendment Letter; and
  - (c) unqualified acceptance of the offer from the Contractor by signing DEFFORM 10B.
- 11.6. The Variation shall come into force only when the Contractor has returned the DEFFORM 10B as an unqualified acceptance of the Authority's offer.
- 11.7. No Framework Agreement Variation shall come into effect unless it satisfies this Condition 11. In the event that the Contractor is unable to agree to or provide the Variation the Authority may:
  - (a) Agree to continue to perform its obligations under this Framework Agreement without the Variation; or
  - (b) Terminate this Framework Agreement with immediate effect.

### **12. Amendments to Call-off Contracts**

- 12.1. Subject to Condition 12.15 a Call-off Contract shall only be amended by the written agreement of the Authority and the Contractor.
- 12.2. The written agreement shall consist of the:
  - (a) Authority Notice of Change (including DEFFORM 10B);
  - (b) Call-off Contract Amendment Letter; and
  - (c) Unqualified acceptance of the offer from the Contractor by signing DEFFORM 10B.

- 12.3. The Authority shall be entitled, acting reasonably, to require changes to a Call-off Contract (a "Change") in accordance with this Condition 12.

**Notice of Change**

- 12.4. The Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Contractor, request a Change to a Call-off Contract by completing and sending an Authority Notice of Change to the Contractor.
- 12.5. The Authority Notice of Change shall set out the proposed Change in sufficient detail to enable the Contractor to provide a written Contractor Change Proposal in accordance with Condition 12.6 below.

**Contractor Change Proposal**

- 12.6. The Contractor shall submit a Contractor Change Proposal to the Authority within the time-period set out in the Authority Notice of Change.
- 12.7. The Contractor Change Proposal shall include:
- (a) The effect of the change in requirement on the Call-off Contract;
  - (b) A detailed breakdown of any costs which result from the change;
  - (c) Such other information as the Authority may reasonably require.
- 12.8. All costs submitted in a Contractor Change Proposal shall be fair and reasonable.

**Contractor Change Proposal – Process and Implementation**

- 12.9. Following receipt of a Contractor Change Proposal, the Authority shall:
- (a) Evaluate the Contractor Change Proposal; and
  - (b) Where necessary, discuss with the Contractor any issues arising from the Contractor Change Proposal and, following such discussions, the Authority may modify the Authority Notice of Change; and the Contractor shall, in accordance with Condition 12.6, submit an amended Contractor Change Proposal.
- 12.10. Following evaluation by the Authority of the Contractor Change Proposal (amended as necessary), the Authority shall:
- (a) Indicate acceptance of the Contractor Change Proposal by issuing a serially numbered amendment letter to the Contractor ("Call-off Contract Amendment Letter") and a DEFFORM 10B; or
  - (b) Provide a written Notice to the Contractor rejecting the Contractor Change Proposal and withdrawing the Authority Notice of Change and/or terminating the Call-off Contract in accordance with Condition 18 (Cancellation of Call-off Contracts).
  - (c) In accordance with Condition 12.15 in exceptional circumstances the Authority may accept or reject a Contractor Change Proposal verbally.
- 12.11. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
- 12.12. The Authority shall not be liable to the Contractor for any additional work undertaken or expenses incurred unless a Contractor Change Proposal has been accepted in accordance with Condition 12.10 above and such costs and expenses have been agreed by the Authority as party of the Contractor Change Proposal.
- 12.13. Subject to Condition 12.15, the Change shall come into force only when the Contractor has returned the DEFFORM 10B as an unqualified acceptance of the Authority's offer.
- 12.14. Where a Change results in a Call-off Contract Price change, that price shall be agreed prior to any formal amendment to the Call-off Contract. The new Call-off Contract Price shall be included in the Call-off Contract Amendment Letter.
- 12.15. Notwithstanding Condition 12.1-12.14, the Parties recognise that, in exceptional circumstances, amendments to a Call-off Contract may be authorised by the Authority without formal

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documentation. In these circumstances the Parties shall complete the written documentation within 2 business days of agreeing the change.



## **Section 5 - Delivery of Call-off Contracts**

### **13. General Contractor's Obligations**

- 13.1. The Contractor shall provide the Contractor Deliverables, when required under a Call-off Contract, in accordance with the terms of this Framework Agreement.
- 13.2. The Contractor undertakes to the Authority that it shall provide the Contractor Deliverables and perform its obligations under this Framework Agreement and any Call-off Contract:
  - (a) In accordance with Schedule 1 (Statement of Technical Requirement);
  - (b) In compliance with Good Industry Practice;
  - (c) In compliance with Law;
  - (d) In compliance with the Contractor's approved quality assurance systems; and
  - (e) In a manner that will enable the Authority to comply with the Law.
- 13.3. The Contractor shall and shall ensure that any Subcontractor engaged by the Contractor to provide the Contractor Deliverables shall:
  - (a) Exercise all due skill, care and diligence in the performance of this Framework Agreement, and subsequent Call-off Contracts, and shall carry out the Contractor Deliverables in a safe and commercially acceptable standard;
  - (b) Carry out and complete the Contractor Deliverables in accordance with this Framework Agreement to the satisfaction of the Authority and shall comply with, and shall adhere, to the Authority's instructions and directions;
  - (c) Be responsible for issuing instructions and directions to any Subcontractor and for the implementation of the Authority's instructions and directions.
  - (d) Undertake reasonable instructions from the Authority or any relevant regulatory body or organisation.
  - (e) Ensure that their employees do not act in a manner which might conflict with the interests of the Authority or discredit the Authority in any way.

### **14. Contractor's Legal and Statutory Responsibilities**

- 14.1. The Contractor is responsible for ensuring that all Contractor Deliverables carried out by itself, or others, pursuant to this Framework Agreement, comply at all times with all relevant Laws.
- 14.2. In performing its obligations under or pursuant to this Framework Agreement and any Call-off Contract, the Contractor must have (and ensure that Subcontractors), obtain and maintain, at their own expense, all necessary permits licenses, authorisations and any other permissions (whether statutory or otherwise) required.
- 14.3. The Authority reserves the right to request a copy of all relevant documentation at any time during the life of this Framework Agreement.

### **15. Security**

- 15.1. The Contractor shall comply with all security regulations in the RFP. All aspects associated with this Framework Agreement are classified UK Official. Some aspects are more sensitive and are classified as UK Official Sensitive, Secret or Top Secret (as determined by the Authority). The Contractor is required to sign a Security Aspects Letter (SAL) as detailed in Schedule 4 in order to handle Official Sensitive, Secret and Top Secret information.
- 15.2. The Contractor shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible to the Authority for security matters and when required by the Authority's Representative shall:

- (a) Make available any staff chosen to be interviewed by the Authority's Representative. Staff shall have the right to be accompanied by the Contractor's Representative and to be advised or represented by any other person whose attendance at the interview is acceptable to both the Authority's Representative and the Contractor's Representative; and
- (b) Provide all documents, records or other material of any kind, which may reasonably be required by the Authority, for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Contractor Deliverables. The Authority shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Contractor with a copy of any material retained.

## **16. Health and Safety**

- 16.1. The Contractor must comply, as a minimum, with UK health and safety legislation at all times and ensure that its health and safety policies, processes and procedures adhere to the relevant legislation throughout the life of this Framework Agreement.

## **17. Employees**

- 17.1. The Contractor shall ensure that it only employs staff whom have the appropriate skills and qualifications to undertake the Framework Agreement.
- 17.2. The Contractor shall ensure that its employees and the employees of any Subcontractor act in a responsible manner in providing support to, and cooperating with, the Authority and their staff at all times in the operation of this Framework Agreement and any Call-off Contract.
- 17.3. In addition to DEFCON 76 (Contractors Personnel at Government Establishments), the Contractor shall ensure that its employees and the employees of any Subcontractor do not act in a manner which might conflict with the interests of the Authority or discredit the Authority in any way.

## **18. Cancellation of a Call-off Contract**

- 18.1. The Authority reserves the right to cancel a Call-off Contract in its entirety, or any individual part under a Call-off Contract.

## **19. Force Majeure**

- 19.1. On the occurrence of a Force Majeure Event the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 19.2. As soon as practicable following such notification the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Framework Agreement and/or any Call-off Contract (as applicable).
- 19.3. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Contractor shall at all times during which the Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 19.4. Neither Party shall be entitled to bring a claim for a breach of obligations under this Framework Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event.

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

### Termination due to Force Majeure

- 19.6. If no terms pursuant to Condition 19.2 are agreed on or before the date falling eighty (80) Business Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing, or its consequence remains such that the Affected Party is unable to comply with its obligations under this Framework Agreement for a period of more than ninety (90) Business Days, then the Authority may terminate this Framework Agreement by giving twenty (20) Business Days' written notice to the Contractor.

### Termination Date on Termination for Force Majeure

- 19.7. This Framework Agreement shall terminate twenty (20) Business Days after either Party's notice to the other Party pursuant to Condition 19.6.

## **20. Termination for Contractor Default**

- 20.1. The Authority may terminate this Framework Agreement and/or any Call-off Contract for Contractor Default by issuing a Termination Notice to the Contractor.

## **21. Consequences of Termination and Expiry**

- 21.1. Notwithstanding the service of a notice to terminate the Framework Agreement, the Contractor shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Condition 21.
- 21.2. Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Call-off Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Call-off Contract to terminate automatically. For the avoidance of doubt, all Call-off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 21.3. Within thirty (30) business days of the date of termination or expiry of the Framework Agreement, the Contractor shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Contractor's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance
- 21.4. Upon expiry or termination of this Framework Agreement the Contractor agrees to co-operate with the Authority to such extent as the Contractor may be reasonably required to do so for a period of up to six (6) months from the date of expiry or termination.
- 21.5. Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry

## Section 6 – Price, Payment and Financial Provisions

### 22. Contract Price

- 22.1. All prices in respect of Call-off Contracts for Years 1-3 are Firm Prices in Great British Pound (GBP) exclusive of VAT. All prices in respect of Call-off Contracts for Years 4-7 are Fixed Price in Great British Pound (GBP) exclusive of VAT and subject to Variation of Price at Condition 24 (Variation of Price).

**Payment for supporting requirements below the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 thresholds or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement.**

- 22.2. There shall be no payment to the Contractor for the delivery of SOTR Sections 3 (Routine Chartering Services) and 4 (Sale and Purchase Services) for supporting requirements below the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 thresholds or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement. There shall also be no payment to the Contractor for the delivery of SOTR Section 2 (Emergency Chartering Services) for support requirements below or above the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 thresholds or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement. The payment received by the Contractor shall be a percentage (%) of the Contract Value of a Contract awarded to a Vessel Owner(s) which shall be paid by the Vessel Owner(s) directly to the Contractor in accordance with industry standard practice.

### Payment for Call-off Contracts

- 22.3. The Authority shall pay the Contractor for the delivery of SOTR Sections 3 (Routine Chartering Services) and 4 (Sale and Purchase Services) for supporting requirements above the Public Contracts Regulation (PCR) 2015 or the Defence and Security Public Contracts Regulations (DSPCR) 2011 thresholds or any other relevant Procurement Regulation which may come into force during the course of the Framework Agreement and for SOTR Sections 5 (Market Intelligence and Research Services) and 6 (Continuing Professional Development) with each Call-off Contract contracted via the approval of a Task Approval Form (TAF). Each Call-off Contract payment shall be the Total Firm Price of the approved TAF calculated using the Firm Prices agreed at Schedule 2 (Schedule of Contract Prices). The Firm Prices at Schedule 2 include both direct and indirect costs but are exclusive of VAT.
- 22.4. Any additional costs over and above the Call-off Contract Total Firm Price that the Contractor incurs resulting from their action or inaction will be borne by the Contractor.
- 22.5. If an Authority Notice of Change results in a Call-off Contract Firm Price change, then the Contractor shall inform the Authority in accordance with Condition 12 (Amendments to Call-Off Contracts) and issue an updated TAF which must be approved by the Authority in order to be the new Call-off Contract Firm Price.

### 23. Payment

- 23.1. Following acceptance by the Authority of the Contractor Deliverables, the Contractor shall invoice the Authority in accordance with DEFCON 522 (Payment and Recovery of Sums Due).

### 24. Variation of Price

- 24.1. The prices stated in Schedule 2 (Schedule of Contract Prices) for Years 4-7 are FIXED at the price levels at the start (first year) of the Framework Agreement and shall be calculated in accordance with the following formula. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased.

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

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Where:

V represents the variation of price.

P represents the FIXED price as stated in the Schedule 2 (Schedule of Contract Prices).

O represents the index HQTl – Top Level SPPI, Sections H to U excl. Section K.

O0 represents the annual average OUTPUT Price Index figure for the base date period (first year) of the Framework Agreement (and is to be determined).

O<sub>i</sub> represents the annual average OUTPUT Price Index figure for the payment year of the Framework Agreement.

a represents the Non-Variable Element (NVE) and is 0.1, equal to 10%.

b represents the Variable Element and is 0.9, equal to 90%.

a+b=1, equal to 100%.

- 24.2. The Index referred to in Condition 24.1 above shall be taken from the following Tables:

OUTPUT Price Index – HQTl – Top Level SPPI, Sections H to U excl. Section K.

- 24.3. 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.
- 24.4. 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.
- 24.5. 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 Condition 24.4 above) shall then be applied.
- 24.6. 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.
- 24.7. 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.
- 24.8. 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.
- 24.9. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the requirements of this Condition have been met.

## 25. Financial Guarantee

- 25.1. The Authority reserves the right to seek a Parent Company and/or bankers performance guarantee in the form of a DEFFORM 24, either prior to the Framework Agreement Commencement Date or at any time the Authority so chooses, at the Authority's discretion, during the Term of the Framework Agreement. Failure by the Contractor to secure any such guarantee as required by the Authority shall not prejudice any other of the Authority's rights, as provided under the Framework Agreement.

## **26. Limitation of Contractor's Liability**

### **Definitions**

26.1. In this Condition 26 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 data protection and privacy legislation in force from time to time in the UK, including but not limited to:

- (a) 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");
- (b) the Data Protection Act 2018;
- (c) 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
- (d) 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;

"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 subcontractors 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;

"Law" means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court 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;

"Term" means the period commencing on the date on which this Framework Agreement is signed and ending on the expiry of 7 years or on earlier termination of this Framework Agreement.

### **Unlimited Liability**

26.2. Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) 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
- (d) any liability to the extent it cannot be limited or excluded by law.

26.3. The financial caps on the Contractor's liability set out in Condition 26.5 below shall not apply to the following:

- (a) the Contractor's indemnity in relation to DEFCON 632 (Third Party IP - Rights and Restrictions); and
- (b) breach by the Contractor of DEFCON 532B and Data Protection Legislation.

26.4. The financial caps on the Authority's liability set out in Condition 26.6 below shall not apply to the following:

- (a) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to DEFCON 656A.

**Financial Limits**

26.5. Subject to Condition 26.2 and 26.3 and to the maximum extent permitted by Law:

- (a) Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
  - (a.1) in respect of DEFCON 76 – [redacted];
  - (a.2) in respect of DEFCON 514 – [redacted];
  - (a.3) in respect of DEFCON 611 – [redacted]; and
  - (a.4) in respect of DEFCON 612 – [redacted]
- (b) without limiting Condition 26.5(a) and subject always to Conditions 26.2, 26.3, and 26.5(c), the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be – [redacted];
- (c) 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 Conditions 26.5(a) and 26.5(b) 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 Conditions 26.5(a) and 26.5(b) of this Framework Agreement.

26.6. Subject to Conditions 26.2, 26.4 and 26.7, 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.

26.7. Condition 26.6 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

**Consequential Loss**

26.8. Subject to Conditions 26.2, 26.3 and 26.9, 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:

- (a) indirect loss or damage;
- (b) special loss or damage;
- (c) consequential loss or damage;
- (d) loss of profits (whether direct or indirect);
- (e) loss of turnover (whether direct or indirect);
- (f) loss of business opportunities (whether direct or indirect); or
- (g) 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.

26.9. The provisions of Condition 26.8 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:

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

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- (a.1) to any third party;
- (a.2) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
- (a.3) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- (c) 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);
- (d) 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;
- (e) damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;
- (f) 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;
- (g) 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);
- (h) 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
- (i) 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**

- 26.10. If any limitation or provision contained or expressly referred to in this Condition 26 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 26.

### **Third party claims or losses**

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

- 26.12. 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.



## **Section 7 – Subcontracting**

### **27. Subcontracts**

- 27.1. Any Subcontracting by the Contractor shall be without prejudice to its obligations to the Authority under this Framework Agreement.
- 27.2. The Contractor shall include in any Subcontract the same terms and conditions as are included in the Framework Agreement, modified if necessary so as to apply to the Subcontractor.
- 27.3. Where the Contractor subcontracts any aspect of this Framework Agreement, or any Call-off Contract under it, the Contractor will indemnify and keep the Authority indemnified in respect of any claims, costs, demands and liabilities of any kind whatsoever arising from the actions, omissions, or negligence of the Subcontractor.
- 27.4. The Contractor shall provide a copy of any Subcontract to the Authority's Representative upon request.

### **Termination or amendment of Subcontracts**

- 27.5. The Contractor shall keep the Authority informed of any circumstance relating to a Subcontract which may cause the Contractor to contravene its obligations under this Framework Agreement and the Authority may require that the relevant Subcontract is terminated or amended in such circumstances (but the Authority shall have no liability to the Contractor or Subcontractor for any payment required in connection with any such termination).

### **Retention of Legal Obligations**

- 27.6. Notwithstanding the Contractor's right to sub-contract pursuant to this Condition 27, the Contractor shall remain responsible for all acts and omissions of its Subcontractors and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own.

## **Section 8 – Miscellaneous**

### **28. Business Continuity and Quality Management**

- 28.1. The Contractor shall maintain a Business Continuity Plan (BCP) (which shall include a disaster recovery plan and recovery time objectives), for the duration of the Framework Agreement and shall deliver a copy of the BCP to the Authority upon request.
- 28.2. In the event of an incident which impacts on the Contractor's processes used in the support provided under this Framework Agreement, the Contractor shall maintain continuity of the support in accordance with its Business Continuity Plan (BCP).
- 28.3. The Contractor shall review the BCP (and the risk analysis on which it is based) on a regular basis and as a minimum once every 12 (twelve) calendar months; or within 6 (six) calendar months of the BCP (or any part) having been invoked.
- 28.4. The Contractor shall maintain quality systems and procedures to ensure that the Contractor Deliverables supplied to the Authority will be of continual high quality throughout the duration of the Framework Agreement.

### **29. Insurance**

- 29.1. The Contractor must for the period specified in Condition 5 take out and maintain any insurance as may be required by applicable law or regulation.

### **30. No Partnership**

- 30.1. The Parties do not intend this Framework Agreement to create any partnership between them as a matter of Law. Accordingly, nothing in this Framework Agreement, a Call-off Contract or otherwise shall be held, implied or deemed to constitute or give rise to the creation or constitution of a partnership, joint venture or other association between the Parties. Neither the Authority nor the Contractor shall have the authority to bind the other without that other Party's separate prior written agreement in accordance with this Framework Agreement.

### **31. Publicity Material**

- 31.1. Unless otherwise directed by the Authority, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way nor release any publicity material or display hardware that arises from this Framework Agreement without the Authority's prior written consent. Publicity material includes open publication in the Contractor's publicity literature or website or through the media, displays at exhibitions in any country, lectures or symposia, scientific or technical papers, or any other occasion where members of the general public may have access to the information, even if organised or sponsored by the Authority or any other government department.
- 31.2. The Authority shall be entitled to publicise this Framework Agreement and any Call-off Contract in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 31.3. The Contractor shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

### **32. Entire Agreement**

- 32.1. This Framework Agreement, together with any Call-off Contract awarded pursuant to this Framework Agreement, constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

## FRAMEWORK AGREEMENT TERMS & CONDITIONS

- 32.2. Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.
- 32.3. Nothing in this Condition 32 shall exclude any liability in respect of misrepresentations made fraudulently.

## Schedule 1 – Statement of Technical Requirements.

Provision of Chartering, Sale & Purchase Shipbroking Services			
SOTR Section	Requirement	Performance Measure	Explanatory Notes
<b>1.</b>	<b>Package 1 – Ship Brokerage Services.</b>		
1.1.	The Contractor must have worldwide market access to ensure availability of vessels capable of meeting the Authority's requirements, genuine competition between Vessel Owner(s) and value for money for the Authority.		
1.2.	The Contractor must act as a facilitator and a negotiator on the Authority's behalf in relation to negotiations and proposed arrangements.	The Contractor must provide the Authority with a suitably empowered point of contact 24 hours per day, 7 days per week, 365 days per year.	The terms on which the Authority may wish to enter into a proposed agreement with Vessel Owner(s) must be based on Baltic International Maritime Council Organisation (BIMCO) standard maritime contracts and clauses amended in accordance with UK MOD Defence Conditions.
1.3.	The Contractor must ensure that all personnel dealing with the Authority must be proficient in spoken and written English.		
1.4.	The Contractor's facility must be in the UK or Gibraltar. The Contractor must establish a point of contact and a deputy point of contact who shall act as the Account Manager for all enquiries from the Authority.		The point of contact must reside in the UK or Gibraltar, be screened through a Baseline Personnel Security Standard (BPSS) check and have the relevant qualifications and experience to answer questions as required. They must introduce specialist and support personnel to fulfil the Authority's requirements as and when required.
<b>2.</b>	<b>Package 2 – Emergency Chartering Services.</b>		
2.1.	The Contractor must, upon request, provide spot market chartering services for emergency response and urgent requirements worldwide.	For emergency chartering services, the Contractor must be able to provide immediate access to the commercial shipping market and respond appropriately to a dynamic and emerging requirement. The Contractor must identify potential	This service must include access to, but not limited to: a. Offshore vessels. The list of available vessels and supporting commercial and technical information must be presented to the Authority by electronic mail and a file

## FRAMEWORK AGREEMENT TERMS & CONDITIONS

	Emergency chartering services must be authorised in accordance with Condition 9 (Contract Award Procedure).	vessels within 2 (two) hours of notification of the requirement, and work to ensure that the Authority can secure an appropriate agreement within 6 (six) hours.	sharing capability to a recipient list provided by the Authority.
<b>3</b>	<b>Package 3 – Routine Chartering Services.</b>		
3.1.	The Contractor must, upon request, provide spot market chartering services for routine requirements worldwide. Routine chartering services must be authorised in accordance with Condition 9 (Contract Award Procedure).	For routine chartering services, the Contractor must be able to provide access to the commercial shipping market and respond appropriately to a dynamic and emerging requirement. The Contractor must identify potential vessels within 7 (seven) calendar days of notification of the requirement, and work to ensure that the Authority can secure an appropriate agreement within 14 (fourteen) calendar days.	This service must include access to, but not limited to: a. Offshore vessels. b. Product tankers. c. Dry cargo vessels. d. Passenger vessels. e. Heavy lift vessels. f. Tugs and barges. g. Roll-on/roll-off (RORO) vessels. This must include bareboat, time and voyage charters. The list of available vessels and supporting commercial and technical information must be presented to the Authority by electronic mail and a file sharing capability to a recipient list provided by the Authority.
<b>4.</b>	<b>Package 4 – Sale and Purchase Services.</b>		
4.1.	The Contractor must, upon request, act as the Authority's Shipbroker for sale requirements worldwide and cover all ship types. Sale services must be authorised in accordance with Condition 9 (Contract Award Procedure).	The timescale for the provision of sale and purchase brokerage services shall be on a task by task basis authorised in accordance with Condition 9 (Contract Award Procedure).	The list of available vessels and supporting commercial and technical information must be presented to the Authority by electronic mail and a file sharing capability to a recipient list provided by the Authority.
4.2.	The Contractor must, upon request, act as the Authority's Shipbroker for purchase requirements worldwide and cover all ship types.		

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	Purchase services must be authorised in accordance with Condition 9 (Contract Award Procedure).		
4.3.	<p>The Contractor must, upon request, facilitate arranging services in support of sale and purchase activities.</p> <p>Sale and purchase support services must be authorised in accordance with Condition 9 (Contract Award Procedure).</p>		<p>This service must include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Vessel valuations.</li> <li>b. Pre-purchase surveys.</li> <li>c. Assistance in establishing interest bearing accounts accessible by both parties.</li> </ul>
<b>5.</b>	<b>Package 5 – Market Intelligence and Research Services</b>		
5.1.	<p><b>Weekly Report.</b></p> <p>The Contractor must provide a weekly market report for the North-West European Offshore vessel market without charge. The report must include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Spot market vessel indicative prices.</li> <li>b. Fleet supply and drivers of shipping demand.</li> <li>c. Significant market sector news affecting supply and prices.</li> </ul>	<p>The weekly report must be delivered to the Authority at a date and time to be agreed with the Authority.</p>	<p>The weekly report must provide market awareness to inform potential emergency response activities.</p> <p>The weekly report must be sent by electronic mail to a recipient list provided by the Authority.</p>
5.2.	<p><b>Spot Market Intelligence Brief.</b></p> <p>The Contractor must, upon request, provide up-to-date spot market intelligence briefs to the Authority without charge.</p> <p>Spot market intelligence briefs may be requested for any location worldwide and must include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> <li>a. Vessel Availability.</li> <li>b. Vessel Location.</li> <li>c. Vessel Type.</li> </ul>	<p>The Contractor must provide immediate access to spot market intelligence in response to request(s) on a 24 hours per day, 7 days per week, 365 days per year basis.</p> <p>The Contractor must provide spot market intelligence briefs in less than 2 (two) hours of notification of the requirement.</p>	<p>The report must provide market awareness to inform potential emergency response activities.</p> <p>The spot market intelligence brief must be provided verbally or sent by electronic mail as directed by the Authority.</p>

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	<p>d. Vessel Information including:</p> <ul style="list-style-type: none"> <li>i. Technical Specifications.</li> <li>ii. Flag State.</li> <li>iii. Crew Nationality.</li> <li>iv. Owner.</li> <li>v. Current Charter commitments.</li> </ul> <p>Spot Market Intelligence Briefs must be authorised in accordance with Condition 9 (Contract Award Procedure).</p>		
5.3.	<p><b>Bespoke Reports.</b></p> <p>The Contractor must, upon request, provide market intelligence and bespoke reports. The reports must be provided by an Analyst who has an in-depth knowledge and understanding of the relevant subject(s).</p> <p>Bespoke reports must be authorised in accordance with Condition 9 (Contract Award Procedure).</p>	<p>The timescale for the provision of bespoke reports shall be on a task by task basis authorised in accordance with Condition 9 (Contract Award Procedure).</p>	<p>The report must provide the Authority with up to date knowledge.</p> <p>Reports must include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Reviews of specific markets.</li> <li>b. Market trend analysis.</li> <li>c. Horizon scanning.</li> </ul> <p>The bespoke report must be sent by electronic mail to the Authority in Adobe PDF or MS Word format.</p>
5.4.	<p><b>Surveyor Reports.</b></p> <p>The Contractor must, upon request, arrange surveying services to conduct inspections of vessels on behalf of the Authority worldwide.</p> <p>Surveyor Reports must be authorised in accordance with Condition 9 (Contract Award Procedure).</p>	<p>The Contractor must provide access to an industry accredited surveyor in less than 24 hours' notice.</p> <p>The surveyor must allow, when required, a member of the Authority's surveying team to accompany them.</p>	<p>Inspections requested must include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Offshore Vessel Inspection Database (OVID).</li> <li>b. Common Marine Inspection Document (CMID).</li> <li>c. Ship Inspection Report Programme (SIRE).</li> <li>d. On/ Off Hire.</li> <li>e. Pre-purchase reports.</li> <li>f. Sale reports. <ul style="list-style-type: none"> <li>i. General condition.</li> <li>ii. Suitability.</li> </ul> </li> </ul>

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<b>6.</b>	<b>Continuing Professional Development (CPD)</b>		
6.1.	<p>The Contractor must deliver, upon request, ad-hoc full day and half day industry specific professional training sessions to the Authority's personnel for Continuing Professional Development (CPD).</p> <p>Training must be authorised in accordance with Condition 9 (Contract Award Procedure).</p>	<p>The CPD training sessions must be delivered in no less than 14 (fourteen) calendar days of notification of the requirement.</p> <p>These sessions must be delivered by a Presenter who is well versed in supporting the Authority and has a good knowledge of the relevant subject(s) and must be a practiced and engaging public speaker.</p>	<p>CPD training must be delivered at MOD Abbey Wood, on MS Teams or at other locations subject to mutual agreement with the Authority.</p> <p>These sessions must cover topics at the Authority's discretion but may include, but not be limited to: general introductions to the commercial shipping market, explanation of maritime &amp; shipping terminology, vessel types, specific BIMCO Charter Parties, Norwegian Sale Form, clarifying complex issues and scenarios, discussion of Industry learning from experience (LFE) and recommendations on how best the Authority can adopt that LFE.</p>
<b>7.</b>	<b>Security Requirement</b>		
7.1.	[redacted]	[redacted]	[redacted]



## Schedule 2 – Schedule of Contract Prices

Ref.	Description	SOTR Sections	Firm Price (ex VAT)			Fixed Price (ex VAT)			
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Provision of Emergency Chartering Support Services in accordance with Statement of Technical Requirement (SOTR) Package 2.	2	[redacted]						
2	Provision of Routine Chartering Support Services in accordance with Statement of Technical Requirement (SOTR) Package 3.	3							
3	Provision of Sale and Purchase Support Services in accordance with the Statement of Technical Requirement (SOTR) Package 4.	4.1 - 4.3							
4	Broker Hourly Rate in accordance with the Statement of Technical Requirement (SOTR).	2 - 4							
5	Provision of Weekly Market Intelligence in accordance with Statement of Technical Requirement (SOTR) Package 5.	5.1							
6	Provision of live Market Intelligence in accordance with Statement of Technical Requirement (SOTR) Package 5.	5.2							
7	Provision of Custom/ Bespoke Reports as requested by the Authority in accordance with Statement of Technical Requirement (SOTR) Package 5. Analyst Hourly Rate.	5.3							
6	Provision and delivery of Continuing Professional Development Full Day Presentations on request in accordance with Statement of Technical Requirement (SOTR) Package 6. The Full Day comprises of two presentations each three hours with a thirty-minute break.	6							
7	Provision and delivery of Continuing Professional Development Half Day Presentations on request in accordance with Statement of Technical Requirement (SOTR) Package 6. The Half Day comprises of one presentation for three hours.	6							

Notes:

1. The Rates detailed in Table 1 shall include all costs except Travel and Subsistence (including all mileage, meals and accommodation).

## Travel and Subsistence

1. Upon the occasion whereby an agreed Task requires the Contractor to incur travel, upon agreement with the Authority the Contractor will be entitled to claim for Travel and Subsistence (T&S).
2. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure “public money and other resources are used efficiently”.
3. Any costs must be reasonably incurred and must be the most economically advantageous options available.
4. Prior agreement must be sought from the Authority for any proposed T&S.
5. Costs incurred shall be paid by the Authority for actual receipted expenditure, within the detailed subsistence limits. These are not flat-rate payments but ceilings for actual expenditure incurred.
6. You must obtain and retain itemised receipts for all claims. Failure to do so may result in your claim being rejected by the Authority. Alcohol consumption cannot be claimed within any element of subsistence.
7. Day subsistence. Reimbursement for daytime refreshments including lunch and evening meal, where the length of absence on business justifies it. You can claim for actual receipted expenditure, within the detailed subsistence limits set out below. These are not flat-rate payments but ceilings for actual expenditure incurred. The ceilings are therefore not cumulative and apply only to the specific element of the claim.
  - a. Over 5 hours - [redacted]
  - b. Over 10 hours - [redacted]
  - c. Over 12 Hours - [redacted]
8. Overnight Subsistence. The Contractor will provide to the Authority, where possible 3 quotations from suitable hotels, in terms of location and needs of the business to establish fair and reasonable costs. Overnight subsistence entitles the Contractor to reimbursement of costs for evening meal, accommodation and breakfast incurred by an overnight stay on business. Costs associated with overnight stays can be claimed up to the following ceiling limits:
  - a. Evening Meal - [redacted]
  - b. Breakfast when not included in hotel overnight room rate - [redacted]
9. Motor Mileage Allowance. The Contractor will be entitled to claim for motor mileage when using a vehicle. The Contractor will be reimbursed a flat rate allowance per mile. There will be one UK Motor Mileage Allowance (MMA) rate for a vehicle for the first 10000 miles of travel, and a lower rate when 10000 miles has been exceeded.
  - a. Up to 10,000 miles - [redacted]
  - b. Over 10,000 miles - [redacted]

## Schedule 3 – Task Approval Form

### TASK APPROVAL FORM

**TASK NUMBER:**

**TASK TITLE:**

#### **PART A – TASK REQUIREMENTS** (to be completed by the Authorised Demander)

**Details of Task:**

**Authorised Demander**

**Task Deliverables and Completion Date:**

**Name:**

**Date:**

#### **PART B – CONTRACTORS PROPOSAL**

The Contractor is to provide a firm price proposal including a price breakdown attached to this tasking form together with any details of assumptions made or details relevant to the Task.

The firm price for the Task described above is: £..... (EX VAT)

### PART C – TASK APPROVAL

The Task may only proceed if all three of the boxes below are complete:

<b>Project Authorisation</b>	<b>Signature:</b>	
The scope and value of the Task is within my Project Delegation. The firm price at Part B is considered fair and reasonable.	<b>Name:</b>	
	<b>Date:</b>	

<b>Finance Authorisation</b>	<b>Signature:</b>	
After financial scrutiny of the Task, concurrence is given to the firm price at Part B in accordance with my Financial Delegation.	<b>Name:</b>	
	<b>Date:</b>	

Budget is available for this Task from the following line:

LPC:

RAC:

UIN:

VAT:

<b>Commercial Authorisation</b>	<b>Signature:</b>	
The firm price at Part B is agreed and approval is given to add the Task to the Contract. The value of the Task is within my Commercial Delegation.	<b>Name:</b>	
	<b>Date:</b>	

### PART D – NOTIFICATION OF TASK COMPLETION

All work detailed under this Task has been completed. I hereby notify the Authority that this Task was completed on:

<b>Contractor</b>	
<b>Name:</b>	
<b>Date:</b>	

### PART E – CONFIRMATION OF TASK COMPLETION

All work detailed under this Task has been completed to my satisfaction and is hereby accepted.

Date of Completion:

<b>Project Manager or Authorised Demander</b>	
<b>Name:</b>	
<b>Date:</b>	

## Annex 1 to Schedule 3 – List of Authorised Task Approval Forms

[illegible]

## **Schedule 4 – Security Aspects Letter**

[Redacted]

## Schedule 5 – Contractor’s Commercially Sensitive Information Form

<p>Contract Reference Number:</p> <p>701551823 / S&amp;MOCB/3397.</p>
<p>Description of Contractor’s Commercially Sensitive Information:</p> <p>[redacted]</p>
<p>Cross Reference(s) to location of sensitive information:</p> <p>[redacted]</p>
<p>Explanation of Sensitivity:</p> <p>[redacted]</p>
<p>Details of potential harm resulting from disclosure:</p> <p>[redacted]</p>
<p>Period of Confidence (if applicable):</p> <p>[redacted]</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>[redacted]</p>

## Schedule 6 – Addresses and Other Information

### 1. Commercial Officer

Name: [redacted]

Address: DE&S, SALMO, MOD Abbey Wood,  
Ash 2A, Mail Point 3203, Bristol, BS34 8JH

☎: [redacted]

☎: [redacted]

### 8. Public Accounting Authority

1. Returns under DEFCON 694 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

### 2. Project Manager (from whom technical information is available)

Name: [redacted]

Address: DE&S, SALMO, MOD Abbey Wood,  
Ash 2A, Mail Point 3203, Bristol, BS34 8JH

☎: [redacted]

☎: [redacted]

### 9. Consignment Instructions

The items are to be consigned as follows:

N/A

### 3. Packaging Design Authority

Organisation & point of contact: N/A

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

Email: N/A

☎: N/A

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

**A. DSCOM**, DE&S, DSCOM, MOD Abbey Wood, Cedar 3C, Mail  
Point 3351, Bristol, BS34 8JH

Air Freight Centre

IMPORTS/ EXPORTS: ☎: 030 679 81113 / 81114

Surface Freight Centre

IMPORTS/ EXPORTS: ☎: 030 679 81129 / 81133 / 81138

### **B. JSCS**

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

Users requiring an account to use the MOD Freight Collection  
Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in  
the first instance.

### 4. Supply / Support Management Branch or Order Manager:

Branch/Name: N/A

☎: N/A

### 5. Drawings/ Specifications are available from:

Branch/ Name: N/A

☎: N/A

### 11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags,  
Liverpool, L2 3YL ☎: 0151-242-2000 Website:

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

### 6. Intentionally Blank

### 12. Forms and Documentation are available through (\*):

Ministry of Defence, Forms and Pubs Commodity Management, PO  
Box 2, Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP

☎: 01869 256197

☎: Leidos-FormsPublications@teamleidos.mod.uk

### 7. Quality Assurance Representative:

Name: [redacted]

**AQAPS** and **DEFSTANs** can be obtained from:  
<http://dstan.gateway.isg-r.r.mil.uk/index.html>  
[intranet] or <https://www.dstan.mod.uk/>  
[extranet, registration needed].

### \* NOTE

1. **DEFCONs** and **DEFFORMs** can be obtained from:

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

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