



Ministry
of Defence

Baines Simmons Ltd
1 The Western Centre
Western Road
Bracknell
Berkshire
RG12 1RW

Your Reference:

Our Reference: 708695459

Date: 17 October 2023

Dear Sir/Madam,

Invitation To: Tender Reference Number: 708695459- SAFETY TRAINING FOR ERROR PREVENTION (STEP)

1. You are invited to tender for SAFETY TRAINING FOR ERROR PREVENTION (STEP) in competition in accordance with the attached documentation.
2. The requirement is for SAFETY TRAINING FOR ERROR PREVENTION II (STEP II)
3. The anticipated date for the contract award decision is , please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 14 Nov 2023 at 23:59(GMT).

Yours faithfully

Senior Commercial Officer HOCS BP3

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Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
Baines Simmons	1 The Western Centre		
	Western Road		
	Bracknell		
	Berkshire		
	RG12 1RW		

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Terms and Conditions

DEFFORM 47

Contents

DEFFORM 47
(EDN 06/23)

Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation ToTender for the STEP II Renewal Contract No. 708695459.

The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A – Introduction Page 3
- Section B – Key Tendering Activities Page 8
- Section C – Instructions on Preparing Tenders Page 10
- Section D – Tender Evaluation Page 11
- Section E – Instructions on Submitting Tenders Page 12
- Section F – Conditions of Tendering Page 14
- DEFFORM 47 Annex A – Tender Submission Document (Offer) Page A1
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory

Declarations

- Contract Documents (As per the contents table in the Terms and Conditions)
 - Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information
- DEFFORM 539A – Tenderer's Sensitive Information (or SC1B Schedule 4 or SC2 Schedule 5)

Section A - Introduction

DEFFORM 47
(Edn06/23)

DEFFORM 47 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A12. “ITT Material” means any other material (including patterns and samples), equipment or

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software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

- a. timetable for the next stages of the procurement;
- b. instructions, conditions and processes that governs this competition;
- c. information you must include in your Tender and the required format;
- d. arrangements for the receipt and evaluation of Tenders;
- e. criteria and methodology for the evaluation of Tenders; and
- f. Contract Terms & Conditions;

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority in **Contracts Finder** dated 09 Aug 2023 under the following reference.....

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A23. This ITT is subject to the Public Contract Regulations 2015.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Restricted procedure.

A24. This ITT has been advertised on the Defence Sourcing Portal (DSP) under the Open procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved for this requirement.

ITT Documentation and ITT Material

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations

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under paragraph A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

- a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
 - b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or
 - c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and
 - d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:
 - i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;
 - ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;
 - iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and
- any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A31. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to

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proceed with the procurement.

A32. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A33. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

- a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 30 business days following request from the Authority; or
- b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A34. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence \(KiD\)](#) website.

A35. The Contract Terms & Conditions are attached.

A36. Standardised Contract 2 (SC2) conditions are attached.

Other Information

A37. The Armed Forces Covenant

- a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
- b. The Covenant is based on two principles:
 - i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- c. [The Armed Forces Covenant](#) provides guidance on the various ways you can

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demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

e.Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

Section B - Key Tendering Activities**DEFFORM 47**
(Edn06/23)

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Responsibility	Submit to:
Invitation to Tenderers' Conference	N/A	The Authority	All Tenderers
Date for confirmation of attendance at Tenderers' Conference	N/A	Tenderers	N/A
Final date for Clarification Questions/Requests for additional information	27 Oct 2023	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	03 Nov 2023	The Authority	All Tenderers
Tender Return	14 Nov 2023	Tenderers	Defence Sourcing Portal
Tender Evaluation	08 Dec 2023	The Authority	N/A
Presentations	N/A	The Authority	N/A
Reverse Auction (See 047_annb.pdf for more information on the conduct of the Reverse Auction)	N/A	The Authority	N/A
Contract Award Date	08 Dec 2023	The Authority	Supplier

Notes**Tenderers Conference**

B1. A Tenderers Conference is not being held.

Clarification Questions

B2. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B3. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B4. Negotiations do not apply to this tender process.

Presentations

B5. It is expected that the technical evaluation will be split from a total of 60% of the overall evaluation into 45% of what the tender submitted through DSP and 15% for presentations to the Authority.

The Award/Evaluation Criteria will be the same for each part but the Authority reserves the right to invite only those technically compliant for the first 45% evaluation to the presentations.

The presentations will be held face to face or virtually as will be advised in due course.

NOTE – Please note that as a revision no presentations will be conducted as part of this evaluation *

Section C - Instructions on Preparing Tenders

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Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP exVAT. Prices must be Firm Prices. A price breakdown must be included in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

C3. Please note that you are required to provide Firm Prices (with a full breakdown as per the C1 above) for years 1 to 3. This is the only part of your tender that will be financially evaluated. The prices for subsequent years will be established prior to that year commencing by an appropriate Variation of Price condition. The VOP formula to be applied to subsequent years will be as follows:

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

Where:

V represents the variation of price

P represents the FIXED year price for the previous year.

O represents the index, which is HQTI

O₀ represents the 12-month average HQTI Price Index figure for the base period (previous year figure)

O_i represents the 12-month average HQTI for the projected period

a represents the Non- Variable Element (NVE)

b represents the Variable Element a+b=1

The Index referred to above shall be taken from the following Tables:

OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.

Validity

C4. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D - Tender Evaluation

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(Edn06/23)

Tender Evaluation

D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process.

D3. The tender evaluation will be conducted as follows:

(i). Commercial Evaluation – only those bidders having submitted their bid in accordance with the DEFFORM 47 instructions and having completed the tender certificate and having accepted the terms & conditions, will proceed to the technical evaluation.

(ii). Technical Evaluation – in accordance to the responses to the award evaluation criteria with the 2 phases a). Bids submitted through DSP and b). the presentations.

This will be conducted on a 60/40 weighted basis between technical and financial in favour of technical.

Only those bids deemed technically compliant and with a pass score will proceed to the financial evaluation.

(iii). Financial Evaluation – using this formula to provide a value for money index.

$$\frac{\text{Non – cost score} \times \frac{wQ}{wC}}{\text{cost}}$$

Where: wQ = weighting of non-cost criteria (in this case 60)

wC = weighting applied to cost (in this case 40)

SAFETY TRAINING FOR ERROR PREVENTION (STEP) II CONTRACT –TENDER EVALUATION CRITERIA**Note:**

- 1 page of A4 is determined as 500 words
- The overall response should not exceed 35 Pages of A4 or 17,100 Words in total, not including headers and footers.
- Each question must be answered in a bespoke fashion without out reference to other answers and must be devoid of company literature/fliers

Tender Technical Evaluation Matrix (TTEM)

- Please also see the document 20220623-MOD SV CoE How To Prep SV Tender Doc - STEP II - Annex A_v.1

ITT Question	Criterion	Score (0-5)	Weighting (1-3)	Total Score	Authority's Evaluators Comments	Word count limit	Page count limit
A	<p>Please demonstrate your understanding of the strategic objectives of the overall requirement and the environmental context.</p> <p>This criteria specifically relates to an understanding of the rationale and need for this continual</p>		3	0		500	1

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	improvement initiative, in addition to the potential challenges faced in light of the Nimrod and Sentry reviews (Max 500 words)						
B	Please provide an outline of your overall approach to meet the STEP requirements. Evidence should include: - How the strategic objectives of STEP II will be met. - Your capability to deliver the STEP II requirements in the context of delivering change within service cultures. - An outline of your general approach for ensuring that the project is sustainable, including reducing the MOD's reliance on external		3	0		1000	2

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	<p>providers for training requirements. This response should include any additional solutions to those identified in the SOR.</p> <p>(Max 1000 words)</p>						
C	<p>Please outline your approach for creating the STEP II material to ensure that it reflects current good practice and stakeholder needs.</p> <p>This refers to the 'master' material for all activity that is conducted within STEP II. This criteria primarily relates to D1-D5 at annex D of the SOR. Such refresh should not disrupt current understanding of this initiative unnecessarily or reflect 'change for</p>		2	0			
						500	1

	<p>change sake’.</p> <p>It should also ensure that advanced SMS concepts are introduced to the material.</p> <p>(Max 500 words)</p>						
D	<p>Please demonstrate your approach for effectively project managing the initial delivery of the solution.</p> <p>Evidence should include:</p> <ul style="list-style-type: none">- Outline project plan for the initial 6 months of the project (assume 01 April 2024 start date). The primary focus is on the initial mobilisation of their team to undertake design activity to enable mobilisation from April 24 to allow		2	0			
						1000	2

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	full capability delivery by June 2024 when the existing delivery contract will have ended. (Max 1000 words)						
E	Please demonstrate your approach for effectively managing course planning, applications, loading and administrating course delivery, coordination of Tech Support activity and other required admin functions. (Max 500 words)		3	0		500	1

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F	Please demonstrate how you will effectively and expediently source additional team members to meet emerging requirements and be able to surge to meet additional demand for courses and support. Evidence should state lead times for additional personnel being available for project/ training delivery, following a request from the MOD. (Max 500 words)		2	0		500	1
G	Please demonstrate your understanding of the skills, experience and qualification requirements for training facilitators and technical support delivery personnel in		3	0		500	1

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	relation to JSP 822, the Defence Systems Approach to Training (DSAT) and other requirements. (Max 500 words)						
H	<p>Please provide evidence of how you intend to plan and execute the initial design and redesign/refresh work for courses.</p> <p>Evidence should include:</p> <ul style="list-style-type: none"> - How the your solution will ensure that the delivery and further embedding of STEP II will be informed by the latest global good practice in safety management and how your team will continue to have relevant specialist knowledge. - A demonstration of your 		3	0		1000	2

	<p>understanding of the Military Aviation regulatory framework in relation to delivering this project</p> <p>(Max 1000 words)</p>						
I	<p>Please demonstrate how you intend to provide assurance about the content and quality of the training and technical support being delivered.</p> <p>Includes:</p> <ul style="list-style-type: none">- Demonstrating that all training content and technical support would adhere to relevant legislation and regulations.- Outlining your proposed approach for providing an		3	0		1000	2

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<p>assurance framework for STEP II. The framework should enable an effective assessment of current STEP maturity against an SMS, good practice benchmark. The aim of this activity is to identify practical recommendations to increase the development of the SMS and supporting cultures.</p> <p>-Detailing your general approach for ensuring that the training content remains relevant to the objectives of the MAA/ MOD and needs of the workplace.</p> <p>(Max 1000 words)</p>						
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J	<p>Please detail your experience/ability to create and publish online learning.</p> <p>- Demonstrate how your solution will ensure that attendees of specialist training courses will have sufficient foundation knowledge to participate in the training effectively.</p> <p>(Max 250 words)</p>		1	0		250	0.5
K	<p>Please demonstrate your understanding of how the different aspects of STEP II integrate and how you intend to maintain a level of simplicity for the user community.</p> <p>(Max 500 words)</p>		1	0		500	1

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L	<p>Please explain your solution to ensure that stakeholders who are supported through this project will be aware of the latest developments in STEP delivery.</p> <p>Specifically, this relates to personnel who have previously attended training and need to be updated on changes to syllabuses, or who hold key position that need to be aware of the extant approach to STEP (e.g. Assurance Practitioners, Error Management System Coordinators acting as training liaison points of contact who need to be updated on the latest training being offered, STEP</p>		1	0		250	0.5
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	<p>stakeholders who need to have access to the latest implementation material).</p> <p>(Max 250 words)</p>						
M	<p>Please provide a brief outline solution (no more than 500 words per course) for the design and delivery of each course listed in the SOR?</p> <p>This should focus on how the training objectives will be met to equip delegates with the necessary skills to complete safety roles.</p> <p>Please include a solution for how the course can be delivered more</p>		3	0		5000	10

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	efficiently and effectively, while still maintaining quality. This could include reducing the course duration and increasing the course sizes where possible. (Max 5000 words)						
N	Please demonstrate your understanding of the UK Defence environment outside of the aviation domain in the context of these requirements. This criteria specifically relates to an understanding of the rationale and need for this change initiative, in addition to the potential challenges faced. (Max 1000 words)		1	0		1000	2

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<p>0</p>	<p>Title: Tackling economic inequality- Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.</p> <p>Using a maximum of 1200 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and 		<p>1</p>	<p>0</p>		<p>1200</p>	<p>2.4</p>
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how your commitment meets the Award Criteria, and <ul style="list-style-type: none">• a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:<ul style="list-style-type: none">• timed action plan• use of metrics• tools/processes used to gather data reporting• feedback and improvement• transparency• how you will influence staff, suppliers, customers and communities through the delivery of the contract to support						
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the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.						
Please refer to document 20220623-MOD SV CoE How To Prep SV Tender Doc - STEP II - Annex A_v.1 before answering this question as it includes model guidance responses, illustrative examples and details of the standard reporting metrics.						

P	<p>Title: Fighting climate change - Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.</p> <p>Using a maximum of 1200 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include:</p> <ul style="list-style-type: none">● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria,						
		2	0			1200	2.4

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<p>and</p> <ul style="list-style-type: none"> • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> o timed action plan o use of metrics o tools/processes used to gather data o reporting o feedback and improvement o transparency <p>Please refer to document 20220623-MOD SV CoE How To Prep SV Tender Doc - STEP II - Annex A_v.1 before answering this question as it includes model</p>						
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	guidance responses, illustrative examples and details of the standard reporting metrics.						
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Q	<p>Title: Equal opportunity - Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</p> <p>Using a maximum of 1200 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:</p> <ul style="list-style-type: none">● your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and● a timed project plan and process, including how you		1	0			1200	2.4
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<p>will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:</p> <ul style="list-style-type: none">○ timed action plan○ use of metrics○ tools/processes used to gather data○ reporting○ feedback and improvement○ transparency● how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collabor						
--	--	--	--	--	--	--

	ating, volunteering. Please refer to document 20220623-MOD SV CoE How To Prep SV Tender Doc - STEP II - Annex A_v.1 before answering this question as it includes model guidance responses, illustrative examples and details of the standard reporting metrics.					
				0	A Score of 105 or more would average at acceptable or better of each question	
			Total Score			
					17100	34.2
	MAXIMUM SCORE AVAILABLE = 175					

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Scoring	Weightings
5 = Excellent	3 = High
4 = Good	2 = Medium
3 = Acceptable	1 = Low
2 = Not Acceptable	
1 = Poor	
0 = Not answered	

The Authority's expectation is that each Tenderer will score at least a 3 for questions A to Q and this will result in them achieving a score of 105.

Should the Tenderer score below a 3 for any of the questions A to Q (or below an overall score of 105) then it may mean that their tender is assessed as being technically non compliant. However, the Authority reserves the right to determine that a tenderer is Technically compliant if they score below a 3 (or below an overall score of 105) where it is satisfied that their overall technical ability is acceptable.

In addition to the above, bidders also need to read the document "20220623-MOD SV CoE How to Prep SV Tender Doc -STEP II - Annex A_v.1" and respond to the three Model Award Criteria above at ITT Questions O, P and Q.

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The Technical Evaluation will represent 60% of the overall score as it includes the evaluation of the proposed approach, as supported by the relevant experience and expertise.

The PASS /FAIL Evaluation Criteria is as follows:

- The Authority's expectation is that each Tenderer will score at least a 3 for questions A to Q and this will result in them achieving a score of 105.
- Should the Tenderer score below a 3 for any of the questions A to Q (or below an overall score of 105) then it may mean that their tender is assessed as being technically non-compliant. However, the Authority reserves the right to determine that a tenderer is Technically compliant if they score below a 3 (or below an overall score of 105) where it is satisfied that their overall technical ability is acceptable.

Score	Description
5	Excellent - The Authority ¹ 's Tender Evaluation Panel have very high confidence (based on the bidder's proposal) that it can deliver against the requirements. The response is comprehensive, unambiguous and demonstrates a thorough understanding of requirement and provides details of how the requirement will be met and/or The Authority considers that the bidder's proposal provides significant added value above the requirement when assessed against the evaluation criteria.
4	Good - The Authority's Tender Evaluation Panel have high confidence (based on the bidder's proposal) that it can deliver against the requirements and/or consider that the bidder's proposal is sufficiently detailed and demonstrates a good understanding and provides details of how the requirement will be met. It also provides some added value above the requirement when assessed against the evaluation criteria.
3 (compliant)	Acceptable - The Authority's Tender Evaluation Panel have reasonable confidence (based on the bidder's proposal) that it can deliver against the requirements and/or consider that the bidder's proposal meets the requirement when assessed against the evaluation criteria. The response addresses the majority of the elements of the requirement but does not fully detail or explain how the requirement will be met.
2 (non-compliant)	Not Acceptable - The Authority's Tender Evaluation Panel have concerns (based on the bidder's proposal) that it can deliver against the requirements and/or consider that the bidder's proposal has some minor shortfalls when assessed against the evaluation criteria. The response addresses 'half' of the elements of the requirement but contains insufficient / limited detail or explanation how the requirement will be met.

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1	Poor - The Authority's Tender Evaluation Panel have serious concerns (based on the bidder's proposal) that it can deliver against the requirements and/or consider that the bidder's proposal has a number of significant shortfalls when assessed against the evaluation criteria. The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled
0	Not answered - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

Social Value

Please note that award evaluation questions O,P & Q are social value questions and further guidance can be found at these links:

Further Social Value Guidance can be found:

- a) Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- b) Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- c) Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

Section E - Instructions on Submitting Tenders

DEFFORM 47
(Edn06/23)

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by **14 November 2023**. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to **ITT 708695459**

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact ewen.burton339@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact: **ewen.burton339@mod.gov.uk** to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

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E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.

E10. You should send any samples to the named Commercial Officer before the Tender return date. The Authority will not open or evaluate samples until after the Tender return date.

E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.

E12. Samples that are consumed will not be returned.

Section F - Conditions of Tendering**DEFFORM 47
(Edn06/23)**

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

- a. vary the terms of this ITT in accordance with applicable law;
- b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
- c. visit your site;
- d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;
- e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;
- f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34
- g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
- h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;
- i. choose not to award any Contract as a result of the current tender process;
- j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender will be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any suspected or actual bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed at F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

- a. the manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors' sensitive information and Government
Furnished Information;
- e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the

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requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

N/A

Ministry of Defence

Tender Submission Document (Offer) – Ref Number [ITT -708695459]

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called “the Authority”)

The undersigned Tenderer, having read the ITT Documentation and ITT Material, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and/or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Terms & Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any Contract resulting from this competition shall be subject to English Law				Yes / No
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where Contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-Contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No

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Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528.			Yes* / No	
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?			Yes*/No	
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?			Yes* / No / N/A	
Have you completed Form 1686 for Sub-Contracts?			Yes* / No	
Have you completed the compliance matrix / matrices?			Yes / No / N/A	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Sensitive Information form?			Yes* / No	
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?			Yes* / No	
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly			Yes* / No	
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?			Yes / No / Not Required	
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?			Yes / No / Not Required	
Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT?			Yes / No	
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).				
Tenderer's Declaration of Compliance with Competition Law				

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We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:

- a. the offered price has not been divulged to any Third Party;
- b. no arrangement has been made with any Third Party that they should refrain from tendering;
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price; and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A).

Dated this..... day of Year

Signature: **In the capacity of**

(Must be scanned original)
etc.)

(State official position e.g. Director, Manager, Secretary

Name: (in BLOCK CAPITALS)

Postal Address:

**duly authorised to sign this Tender for and on
behalf of:**

Telephone No:

(Tenderer's Name)

Registered Company Number:

Dunn And Bradstreet number:

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Appendix 1 to Annex A (Offer)

Appendix 1 to DEFFORM 47 Annex A (Offer)

Edn06/23

Information on Mandatory Declarations

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
 - d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

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Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender:

Whether all or part of any Contractor Deliverables are or will be subject to:

- a. a non-UK export licence, authorisation or exemption; or
- b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, you

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are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended.

13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Moderate'. The Risk Assessment Reference is **566065075**. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-Contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's [Contractual Process](#).

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.UK](#) and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: <https://www.gov.uk/guidance/subcontract-advertising>. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrcISSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents

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where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's [Transparency Principles](#) and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. Tenderers are required to comply with any applicable DSA military regulatory policy and regulation. Tenderers who wish to propose an alternative acceptable means of compliance must obtain agreement in principle from the relevant defence regulator (through the Project Team) in advance of submitting their Tender. Acceptable Means of Compliance (AMC) are strongly recommended practices and a justification will be required if they are not followed. Tenderers

must consult the relevant defence regulator where there is more than one AMC. You must confirm how you intend to comply with the regulatory articles, and the date you consulted with the relevant defence regulator.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

Schedule 1 to ITT No. 708695459

SAFETY TRAINING FOR ERROR PREVENTION II (STEP II) PROJECT –STATEMENT OF REQUIREMENT (SOR)**Introduction**

1. This Statement of Requirement (SoR) is for the Safety Training for Error Prevention II (STEP II) contract. STEP II is a 5-year enabling contract (with a two-year extension option) allowing Aviation Duty Holders (ADH) and ADH-Facing organisations to establish, maintain and further develop their Air Safety Management Systems (ASMS) through a combination of targeted Air Safety (AS) training and Specialist Technical Support (STS) activity. The purpose of this document is to outline the requirements for safety training and associated processes to ensure compliance with recognised standards and relevant regulations.

2. This SoR relates to support for all United Kingdom (UK) Ministry of Defence (MOD) Defence Aviation Environment (DAE) personnel who are involved in flight operations, maintenance and other associated activity. STEP II will deliver already established training and emerging training requirements as well as the potential to develop and deliver requirements from the other Defence regulatory domains, which is not covered in any detail within this SoR.

Background

3. STEP II is the successor to the STEP and DAEMS contracts² (Defence Aviation Error Management System) which was a Technical Support initiative to assist cultural change and facilitate the establishment of an effective Safety Management System (SMS) across the DAE.

4. DAE personnel undertake Error Management (EM) training and all DAE Main Operating Bases (MOBs) have implemented SMSs. Within the STEP II project, support is required to further evolve EM in effective ASMSs and to move to the next stage of safety maturity in supporting effective ASMS across Defence Aviation.

Objectives and Requirements Structure

5. **Strategic Objectives** – Managed by the Military Aviation Authority (MAA), the overall purpose of STEP II is to help personnel and organisations to continue understand and reduce risk, to increase the ability of the Defence regulated communities to learn from errors, identified hazards and near-misses in the aviation domain. This will, in turn contribute to the prevention of accidents; reduce associated Risk to Life (RtL); enhance operational capability and drive down unnecessary resource expenditure. The Strategic Objectives (SO) are:

- a. **SO1** – Build on the work of STEP and DAEMS II and continue to create professionals who are able to recognise and mitigate error promoting conditions within an ASMS before they become an issue.

² The original DAEMS contract was let in 2011, DAEMS II ran from 2014 with the successor STEP running from 15 Jan 2018 to 31 March 2024.

- b. **SO2** – Continue the development of an engaged AS Culture whereby personnel are empowered and feel confident to report error promoting conditions and near misses such that all safety concerns are understood.
- c. **SO3** – Further enhance an engaged AS Culture where risk is owned and managed at the appropriate level.
- d. **SO4** – Further shift the safety management focus within defence from reactive to proactive and predictive.

Strategic Requirements

- 6. **Human Factors (HF), Error Management (EM), Reporting and Air Safety Management System Competence** – Provide personnel with the knowledge and skills needed to enable them to play their part in an SMS³. HF and EM competencies are already in use and there is a recognised demand to increase competencies in support of an effective ASMS.
- 7. **Reporting, Learning, Just, Questioning and Flexible Cultures underpinned by Leadership Commitment, Open Communication and an Effective Decision-Making Process** – Support an environment where individuals feel confident to report incidents and hazard observations without fear of undue consequences, and with the confidence that reports will be acted upon where appropriate⁴.
- 8. **Effective Information Management Systems** – The Aviation Safety Information Management System (ASIMS)⁵ is the standardised IM tool used within the DAE for occurrence reporting. Although ASIMS is outside the scope of this project, support and training is needed for personnel who contribute to the reporting system, thereby ensuring high quality information analysis and wider dissemination. The Contractor shall be expected to use ASIMS in training delivery where required. Access to ASIMS initial training and through life support will be provided to the Contractor as required by the MAA Knowledge Exploitation (KE) area.
- 9. **Proactive Safety Management** – Training and support is required to enable personnel to conduct advanced analysis and trending of large volumes of safety data (via ASIMS and other data sets) and use this trend information to proactively manage risk.
- 10. **Improve Regulatory Understanding and Compliance** – Provide personnel with awareness, understanding and the skills to comply with DSA/MAA regulations to encourage and enable performance-based compliance. Training and associated processes must be reviewed following standardised Defence System Approach to Training (DSAT) process⁶ and improvements made as necessary to ensure that they continue to meet the evolving needs of Duty Holder (DH) and regulatory requirements.

³ Foundation level training on Human Factors and Error Management has been embedded within certain MOD training regimes. More advanced concepts of SMS related training are not currently provided in house by the MOD.

⁴ Policies and processes have been implemented to support these cultures.

⁵ Or subsequent replacement systems

⁶ [JSP 822](#) - Defence direction and guidance for training and education

Project Principles

11. **Pan-Defence Approach** – STEP II should be coherent across Defence, but with the latitude to meet individual Service and Unit needs.
12. **Flexibility** - The delivery of STEP II requires the ability to meet emerging needs, risks and organisational developments across the Defence regulatory environment.
13. **Specialist Expertise & Good Practice** – The STEP II project should have access to relevant good practice and specialist expertise:
 - a. Developing and embedding SMS within the Defence Air Environment (DAE).
 - b. Analysis, design, delivery and assurance of training consistent with JSP822, RA1020 and ISO9001.
 - c. Management of a training system with the capacity to comply with the requirements of JSP 822, 'Defence direction and guidance for training and education'.
 - d. In-depth understanding of SMS in the aviation environment. Following contract award the Contractor shall engage at least annually with MAA Analysis Division to understand current Air Safety issues and trends so that this can be included within existing training solutions or lead to the development of additional training during course design.
 - e. In-depth understanding of the nuances of Service cultures to further embed this change initiative.
14. **Integrated Approach** – Implementation of STEP II shall follow an integrated approach, with the various strands of activity complimenting and reinforcing each other (e.g., assurance training is directly linked to the development of assurance tools). STEP II training solutions shall also integrate with current and emerging in-house MOD training⁷ and complement existing Centre of Air Safety Training (CoAST) courses.
15. **Simplicity** – STEP II shall be easy to understand and utilise, for all personnel engaged with this contract.
16. **Sustainability** – Opportunities to reduce reliance on external support and increase in-house provision should be pursued where appropriate and in cooperation the MOD STEP Project Manager.

Contract Operation

17. The contract start date will be 1st April 2024, with the contract scheduled to be awarded in December 2023, with a contractor mobilisation period envisaged during January to March 2024. During this period, planning for FY 24/25 activity will be conducted, with a baseline identified to support scheduling and contractor resourcing. It is

⁷ For example, providing design input on certain modules delivered by MAA personnel, to ensure that the course is informed by the latest good practice.

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anticipated that delivery of training and Specialist Technical Support will commence in full no later than 31st May 2024.

18. Access to STEP training and Specialist Technical Support (STS) will in general only be for Crown Servants, both Military and civilian. It may also be necessary for an individual/contractor that occupies a post through 'Personnel Substitution' to attend STEP training or STS. These occurrences are generally temporary when no suitable MOD person is available to fill the role. Any other Defence contractor(s)⁸ in need of STEP Training or STS will need to purchase the requirement outside of this contract.

19. A significant proportion of activity will be funded by the Front Line Commands (FLCs), however, this contract will also allow other MOD organisations to purchase STEP II training and services at contract rates, directly through their own funding sources, within the bounds of the authorised contract limit of liability.

20. There is the potential for external demand, both commercial and foreign military, for training developed through the STEP contract. In principle, the MOD would be content for the STEP II training to be delivered to these audiences, providing it does not impact on MOD requirements. Liaison regarding this should occur between the contractor and the MOD STEP PM on a case-by-case basis.

21. The contractor shall ensure all courseware and training support material complies with the latest versions of applicable legislation, regulation and Joint Service Publications (JSPs). All Intellectual Property Rights (IPR) courseware, training support and guidance material to remain the property of MOD unless specifically agreed by MOD.

22. The contractor must demonstrate value for money by providing training in the most convenient way for delegates, DSA and MOD by utilising existing MOD facilities.

23. There is a requirement for the contractor to provide a dedicated STEP Project Manager (PM) and administrative role/team to liaise, plan, manage and deliver the STEP II contract activity⁹.

24. Contract review meetings will be held between the MOD STEP PM and the contractor STEP PM as required, with an annual contractor performance review meeting chaired by MOD Head Office Commercial at mutually agreed locations. Invoicing to be conducted monthly for the previous month's completed activity. MOD STEP PM to approve all task completions with invoicing and payments being made using preferred MOD payment methods.

Key Performance Indicators (KPIs)

25. The Contract requires KPIs to ensure that both the contractor and the MOD STEP PM and customers perform to an expected standard. KPIs should cover various parts of contractual activity and should not be overly complicated to measure. Potential KPIs for this contract are:

⁸ Defence Contractors providing specialist or technical support to a Delivery Team or Unit

⁹ The MOD has a dedicated Project Manager to oversee STEP. Although this will be the primary liaison for the project, the contractor Project Manager and admin role/team will also need to liaise with a variety of Points of Contact (POCs)/organisations within the MOD to arrange and deliver STEP activity.

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- a. **Duration of tasking:**
 - i. **Training courses** - 90% of training tasks are acknowledged to by the contractor within 5 working days of the date of the initial tasking email.
 - ii. **STS** – 90% of STS tasks are acknowledged to by the contractor within 5 working days of the date of the initial tasking email.
- b. **Timely activity planning** – 90% of training or STS is planned to be delivered on the requested or negotiated date(s) or within the requested window.
- c. **Provision of monthly delegate feedback data** – Previous months delegate InVal data to be provided within 10 working days of the start of each month.
- d. **Provision of the Invoice Schedule** – 95% provided by the contractor within 14 working days of the start of each month. The relevant MOD Customer is to have taken appropriate action on CP&F to pay the invoice within 30 days for receipt of the invoice.
- e. **Appropriateness of activity** – 80% of responses to be positive (defined as 'satisfactory' or better) regarding meeting the course objectives.

Contract Management

- 26. The Authority intends to apply Level 1 Standard for contract management to this contract. Level 1 is a 'light touch' approach which might typically be used for contracts below £10m and/or which are less than four years in duration.
- 27. Contract Management is the proactive monitoring, control and management of all activities necessary to ensure the goods, services and works are delivered in accordance with the contractual arrangement.
- 28. Travel and subsistence rates are to be measured from the Contractor's headquarters/main delivery office to the site where training is to be delivered. Travel and Subsistence will cover reasonable accommodation and travel costs to mirror those within the MOD standard equivalent guidance.
- 29. Where the Contractor is not meeting their obligations, remedies available under the contract will be considered. Effective management of the Authority's contract obligations are of equal importance to the monitoring of a contractor's performance. Therefore, the contract will be proactively managed to ensure that the three core areas of Contract Management, namely Managing Performance & Service Delivery, Contract Administration and Managing Relationships are adhered to.
- 30. Key Commercial Activities in Contract Management are:
 - a) Ensuring the MoD delivers its obligations to the contractor.
 - b) Issuing any letters to the contractor regarding failure of performance.
 - c) Ensuring any contract remedies for performance failures are applied promptly
 - d) Authorising any performance incentives contained in the contract.
 - e) Ensuring contractors are paid promptly on satisfactory delivery or performance in accordance with the contract payment mechanism.

- f) Where there is a formal acceptance process, formally accepting a contractor has performed and delivered their contractual obligations.
- g) Ensuring contract administration and final closure activities are carried out promptly, and in line with policy.

Training Support

31. The Contractor is to produce and disseminate online course learning materials (pre, post and during training) and provide required training and technical support delivery material (e.g. stationery, training aides) with hard copies to be made available by the contractor when not available online. All course presentation materials and supporting documents are to be supplied to the MOD in electronic format in both editable and non-editable formats within agreed timescales, generally when there is a change of significance such as courseware refresh activity.

32. Administration of training and technical support activity is to be jointly undertaken by the contractor and the customer POC or the MAA, generally through CoAST including engaging and interfacing with MOD admin roles supporting STEP II administration for:

- a. Tasking and delivery. For CoAST-located deliveries the majority of the course administration will be conducted by CoAST personnel, with primary responsibilities of scheduling and advertising course dates/information, processing of applications, arranging facilities at Defence Academy Shrivenham, issuing joining instructions, nominal roles, Fire/evac lists and maintaining a reserve list for quick backfilling of course places. When STEP activity is delivered directly at stations, the process will be the joint responsibility of the contractor and a POC at the relevant station/Unit.
- b. Course place prioritisation for deliveries at CoAST will be according to pre-agreed criteria to achieve maximum course attendance. CoAST personnel will provide applicant details to relevant MOD POCs for prioritisation where required.
- c. Production and provision of monthly course statistics and records of attendance is to be supplied by the contractor to the MOD in hard or soft copy¹⁰. This will include:
 - i) Attendance registers for each course, supplied monthly

¹⁰ Use of the DLE for pre-course activities may also allow generation of certificates and statistics after attending the classroom activity.

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- ii) Accurate attendance numbers, broken down by course as well as year-to-date (YTD) figures, supplied monthly
- iii) Student feedback following course attendance, supplied monthly
- iv) Analysis of student feedback to inform course refresh work, supplied half yearly.

33. The Contractor may be asked to develop online tools to assist with pre- and post-course learning, assessment and blended learning. Such online tools should be developed to be fully hosted on the Defence Learning Environment (DLE) or successor systems and would be owned by the MOD.

Training Analysis and Design Activity

34. All training analysis and design activity covered by this contract should be in accordance with JSP 822. This will include Role Performance Statements (RPS), Formal training Statements (FTS) and Learning Specifications (LSpecs) or utilise appropriately equivalent documents

35. Any new design or major re-design of training course activity is to be separate from the agreed delivery programme. Annual course refresh activity is to be classed as a separate activity. Detail on the provisional course objectives and content is provided in the tables in Annex A. Periodic evaluation of the effectiveness of a training programme will be required to ascertain the extent to which behaviours and attitudes are embedded within the Air Domain.

36. The MOD will provide relevant training design and delivery documents to the Contractor for all existing courses delivered within current the STEP contract. Evaluation of the effectiveness of these courses may be required and may be undertaken by the STEP contractor in coordination with the MOD within the first 3 months of the contract to inform requirements for course redesign and improvement activity. Longer term assurance of training and other

deliverables will be ongoing throughout the life of the contract.

37. Where new training requirements are defined, or there is a need to extensively revise existing training, the MOD will provide the requisite access to relevant IM tools and Subject Matter Experts (SMEs) to support the analysis and design activity. A Pilot Report will be required to be produced by the contractor for the initial delivery of any new course in addition to standard preparation activity.
38. Re-design of courses¹¹ and other project delivery material shall be required in response to regulatory changes, to address course evaluation feedback and to meet emerging needs throughout the period of the contract. Changes to courseware as a result of minor¹² regulatory updates should be undertaken by the contractor at no cost as part of the general maintenance of the courseware materials.
39. Where practical, training should be aligned to recognised civilian qualification levels and established recognised learning level frameworks.
40. For design activity of new courses or existing courses where significant amendments have been made, the contractor shall consider any need to factor in the delivery of mobilisation activity where appropriate and agreed by stakeholders. This could include webinars, production of e-flyers or attendance at conferences. This list is not exhaustive.
41. The table at Annex A provides detailed requirements of the existing training courses. The current planning assumptions have been included for the estimated duration and size of courses in addition to potential objectives and course

¹¹ Where stated in the SOR, the MAA/DAE intends to fund major design activity.

¹² Defined as amendments to existing paragraphs, images or tables within courseware and supporting documents that do not change the scope or overall intent of the content, including typographical, formatting and grammatical errors and would not require review, validation or 'sign off' by the SMEs or MOD PM.

content¹³. Courses will be required in both Face to Face (F2F) and virtual delivery styles using the MOD's preferred delivery software, currently Microsoft teams.

Training Delivery

42. The Contractor shall provide sufficient Suitably Qualified and Experienced Personnel (SQEP) to deliver training in accordance with JSP 822¹⁴, and Technical Support activity. As part of assuring standards of training delivery, the Contractor shall coordinate instructor monitoring activity with the STEP Project Manager¹⁵. The Contractor shall ensure that all instructors are appropriately security cleared to access military units, including Baseline Personnel Security Standard (BPSS) or higher, where appropriate.

43. Training delivery may include use of MOD or other Subject Matter experts (SMEs) in either a live or pre-recorded capacity to enhance the quality of training and expertise given to the delegates. All SMEs used in this manner must be approved by both the MOD STEP PM and the Contractor ahead of any delivery. Use of SMEs should not be restricted to personnel or case studies from the aviation domain and there should always be a clear benefit to students when including SME input.

Training Assurance

44. Course analysis, design, delivery and assurance must be compliant with the

¹³ Course titles relate directly to JPA competences and as such are unlikely to change

¹⁴ A Level 3 Education and Training qualification is the minimum employment standard for contractor personnel (examples of Level 3 qualifications and above include Cert Ed, BEd, PGCE, PTLLS, CTLLS, DTLLS, FE Teachers). Ex-Military personnel having completed DIT, DTTTv1, DTTTv2, DTTT Phase 1 and 3, DTTT Phase 3 or an AIC (all post 2002) also meet the employment standard.

¹⁵ As well as meeting those minimum standards in the footnote above, all contractor instructors should be monitored 6 monthly by either a Training Branch officer (from any service) or a Defence Training Supervisor (including legacy DIAD or DIME qualifications (post-2002)) to ensure compliance with JSP 822.

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Defence Systems Approach to Training (DSAT) contained within JSP 822.

45. Training assurance and evaluation activity will be coordinated with the MOD STEP PROJECT MANAGER as defined at paragraphs 42 and 59 of this SoR.
46. The Contractor shall be required to produce a brief and deliver reports and updates for activity undertaken throughout the contract (e.g. feedback reporting following the delivery of a package of specialist support to a Unit) when requested. Additionally, when requested, the Contractor will compile and supply weekly/ monthly summaries of services ordered by non-MAA, MOD organisations through this contract.
47. There will be a requirement for first party assurance (1PA) reports, monitoring of lesson content and instructor/facilitator continual professional development (CPD) checks at regular intervals throughout the life of the contract.
48. InVal and ExVal feedback along with SME input, regulatory changes and other relevant triggers will be used to assist with making changes to course content. Any such changes are to be recorded in a change log and made available to the MOD's Air Safety and Airworthiness Training Customer Executive Board (ASAT CEB) which meets biannually and oversees governance of the MOD's Air Safety training.

General Training Requirements

49. Any course and training support material developed during the project will be owned by the MOD. Following design acceptance by the MOD, courses will be made available to wider MOD organisations, so they can use their own local funding streams to purchase training directly through this contract in conjunction with the MOD STEP PM.

50. It is envisaged that most courses will be delivered at MOD locations in the UK, including a significant proportion at the MAA Centre of Air Safety Training (CoAST) in Shrivenham. However, there may be an exceptional requirement to deliver training at overseas locations and at non-MOD facilities. Any exceptional requirements of this type of activity would be discussed with the contractor on a task-by-task basis.
51. For courses delivered at military bases, there may be a requirement for minor reworking of the training content based on liaison with local unit stakeholders and understanding of their specific needs in their local area of responsibility (e.g. selecting practical scenarios that relate to current issues at the base). There may be an additional requirement to deliver training or technical support over weekends at these or other sites.

Emerging Training Needs

52. In addition to the existing training requirements listed at Annex A and likely development needs listed at Annex B, there may be a requirement for the design and delivery of new courses to meet emerging needs identified during the contract. The aim will be to provide individuals and organisations with the necessary skills and knowledge to be effective within the SMS.
53. As training needs emerge during the life of the contract, the contractor will be tasked to design and deliver 'pilot' activity. Delivery timescales for this activity shall be agreed between the MOD STEP PM and the contractor. Annex D describes the processes involved.

Specialist Technical Support (STS) Activity

54. The Contractor shall carry out annual diagnosis of AS culture and activities within the DAE and non-defence industries to introduce good practice with agreement

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from MOD. As part of courseware development, this gathered AS and Airworthiness related intelligence and knowledge of working practices is to be incorporated into training deliveries

55. The Contractor may be asked to facilitate/lead/organise good-practice Learning From Experience (LFE) conferences/seminars and workshops for AS and Airworthiness issues for Pan-Defence audience including utilising input from outside aviation and defence to help the MOD understand what good SMS looks like.
56. Where required, the Contractor shall provide the facility for other regulatory domains to perform a safety-related TNA of their workforce as agreed with the MOD STEP PM and to then create and enact a plan to improve the domain's SMS.
57. Annex C provides detailed requirements on the Specialist Technical Support activity. MOD will provide the requisite access to subject matter experts (SMEs) to support this activity.
58. Following award of contract and prior to the delivery of courses, the STEP project team/stakeholder community shall endorse the design and development of project activity
59. The table at Annex D details Acceptance Criteria for STEP II Project.

Annexes:

Annex A: Current STEP Training courses
Annex B: Potential Training Developments
Annex C: Specialist Technical Support
Annex D: Acceptance Criteria
Annex E: Organisations within STEP II Project initial scope

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Annex A to STEP II SOR

Current STEP Training courses

Activity	Aim	Objectives/ Training Content ¹⁶	Target Audience	Notes
A1) Occurrence Review Group (ORG) course Duration – 2 days for both face to face (F2F) and virtual deliveries Participants – Face to face – 12 Virtual – 12	To provide delegates with a fuller understanding of the error management process, the importance of correctly run ORGs and its centrality to effective error management.	Objectives: On completion of this course, delegates will be able to: <ul style="list-style-type: none"> • confidently take part in an ORG within their own ship/establishment • recognise the function of the ORG in the SMS • be capable of chairing an ORG after attending a small number as a board member • understand the strengths, weaknesses and appropriate application of the FaiR tool • discuss the Occurrence Investigation process and reflect on how it feeds the ORG process • enable empowered delegates to identify weaknesses in their own ship / establishments processes and know when, how and from whom to request bespoke follow-on support / training / consultation • understand the role and outputs of Occurrence Investigations (OI) and how they feed the ORG process, including examples of good practice investigations and instance where the ORG should 	ORG Chairs and Members	Greater emphasis placed on practice ORG scenarios provided by previous DAE occurrences. Typically deliver around 15-20 per financial year (FY)

¹⁶ Practice scenarios/Case Studies used on training courses should aim to use engineering, aircrew and operator examples.

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		<p>return an OI back to Occurrence Investigators i.e. where it lacks key information.</p> <ul style="list-style-type: none"> • Correctly codify reports • Effectively use and apply the FaiR Tool • Use ASIMS effectively • Generate effective ORG recommendations to prevent occurrence and or re-occurrence <p>Content:</p> <ul style="list-style-type: none"> • Training is a blend of taught sessions, facilitated discussions and group exercises and is aimed at individuals who will be members of an ORG • Practical instruction on how to streamline delivery of efficient, but effective ORGs. • ORG practice scenarios. 		
<p>A2) Occurrence Investigator (OI) course</p> <p>Duration – 3 days for both face to face (F2F) and virtual deliveries</p> <p>Participants – Face to Face – 12</p>	<p>Enable personnel to conduct effective Occurrence Investigations from low level local investigations up to OSI level.</p>	<ul style="list-style-type: none"> • The function of OI in the SMS and contribution to ORG (including the importance of thorough investigations and effective recommendations). • When to undertake investigations (proactive v reactive). • Utilisation of investigation tools and Interview techniques. • The effective gathering and organisation of data, to establish the facts surrounding an occurrence including using ASIMS • Analysis of the factors leading to an occurrence. • Understanding and using of the ASIMS taxonomy and OSI Users Guide in order to codify outcomes, cause and causal factors as well as ASIMS input. • The development of SMART recommendations to prevent/mitigate occurrence and/or reoccurrence. 	<p>Nominated personnel who will undertake Occurrence Investigations.</p>	<p>Greater emphasis placed on practical sessions.</p> <p>Typically deliver around 25-30 per financial year (FY)</p>

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Virtual – 12		<ul style="list-style-type: none"> • Overview of other investigation techniques (documentation, media evidence, technical analysis). • OI practice sessions. Includes OI scenarios and practice on analysing and recording of investigation findings in the requisite format • be able to clearly state / identify what happened – Report/recommendation writing. 		
<p>A3) MAA Aviation Safety Risk Practitioners (MASRAMP) course</p> <p>Duration – 3 days for both face to face (F2F) and virtual deliveries</p> <p>Participants – Face to Face – 12 Virtual – 12</p>	<p>Enable Personnel to practically apply the requirements of Regulatory Article (RA)1210 – Ownership and Management of operating risk (<i>risk to life</i>) and provide personnel with direct Air Safety responsibility a better understanding of the MAA's expectations with respect to the practical implementation of risk management regulation</p>	<ul style="list-style-type: none"> • Awareness of the legal requirement for safety risk management and know how to apply the principles of risk management to practical data. • Familiarly and working knowledge of risk management tools such as BowTies, risk registers and the defence hazard risk matrix. • Describe how an Air System Safety Case (ASSC) is compiled iaw the contents of RA1205 and how it relates to the ASMS • Know how to interpret a cost benefit analysis including understanding limitations, relevant assumptions and legal precedence. • Enable delegates to justify evidence and develop arguments in support of safety risk based intelligent decisions. The legal and regulatory requirement for Safety Risk Management • Data led, practical application of Risk Management principles to delegates' organisations. • Understand how to Identify and analyse hazards – including dynamic risk assessments • Utilise safety data to support risk-based decision making. • Use risk management tools such as BowTie, Risk Registers and the Defence Hazard Risk Matrix in order to: 	<p>Specific roles where Risk Management is explicit. This training is targeted at entry-level practitioners in risk management and the training is likely to be unsuitable for experts seeking advanced instruction.</p>	<p>Greater emphasis to be placed on BowTie work as well as the 'live' connection between ASSC and ASMS</p> <p>Typically deliver around 15-20 per financial year (FY)</p>

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		<ul style="list-style-type: none"> Identify barriers/risk mitigations Assess risk and categorise using the Defence Aviation Hazard Risk Matrix Review and monitor risks (residual risks) and the effectiveness of mitigations. 		
<p>A4) Aviation Safety Data Analyst (ASDA) course</p> <p>Duration – 3 days for both face-to-face and virtual deliveries</p> <p>Participants – Face to Face – 12 Virtual – 12</p>	<p>Enable personnel to extract, analyse and present safety data from ASIMS in order that organisations can undertake predictive Risk based decision making</p> <p>Whilst personnel attending the course should be competent in the use of MS Excel, the ASDA course will provide the supplementary skills to effectively extract, manipulate (i.e. via filtering and formatting) and present safety data for their respective Risk Managers and Owners.</p>	<ul style="list-style-type: none"> The function of effective quantitative analysis as part of Risk Based Decision Making iaw RA 1210. Extract data from ASIMS using MS Excel, interpreting and manipulating it via formulae creation, data filtering, data manipulation, charting tools, vectoring and conditional formatting. Present information using a variety of styles (e.g. pivot charts, standalone charts and aggregate charts). Tailor data presentation to meet the requirements of an organisations Risk Owners and Managers. Introduction to utilising Power BI to provide more effective presentations Training will be a blend of taught sessions, facilitated discussions and group exercises <p>The course has a heavy focus on the use of MS Excel and ASIMS and personnel will need to be familiar with this software before attending. In addition, personnel should be able to conduct the following basic functions within Excel:</p> <ul style="list-style-type: none"> Competently orientate around Excel. Create and understand the layout of spreadsheets. Understand how Excel cells and formula work (e.g. multiplication is written as a *) 	<p>Personnel in Duty Holder and DH-Facing Organisations who are required to conduct trending and analysis data.</p> <p>The content is targeted at individuals who are inexperienced in this function and will provide the foundation skills required to extract,</p>	<p>Planning assumption is that the MOD will provide an IT training suite and 'standalone ASIMS data for the practical sessions. Due to the IT requirements, it is likely that these courses will be delivered at CoAST.</p> <p>Typically deliver around 5-7 per financial year (FY)</p>

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			handle, understand and present defence air safety occurrence report (DASOR) data.	
<p>A5) Air Safety Management System Overview (ASMSO) course</p> <p>Duration – 2 days for both face to face (F2F) and virtual deliveries</p> <p>Participants – Face to Face – 16 Virtual – 16</p>	<p>Enable personnel to understand, manage and develop their organisation's SMS.</p> <p>To support the development of Air Safety Management Systems within Defence Aviation. Achieved through providing personnel with an understanding of the principles, benefits and techniques to practically implement and further develop an ASMS, for them to</p>	<ul style="list-style-type: none"> • Move people from currently being an unconscious participant in an SMS to one that can manage and develop the system • Discuss the reasons for and benefits of effective SMS implementation • Describe functional elements of an SMS and their interactions • Identify opportunities for SMS design and performance improvements The requirement for an ASMS • Inputs to and outputs from an effective ASMS • Enhancing SMS performance by: <ul style="list-style-type: none"> ○ Moving from compliance to performance ○ Measuring performance ○ Identifying opportunities for SMS design and performance improvements 	<p>An introductory course for Individuals responsible for administering, implementing or developing an Air Safety Management System</p> <p>Safety cell staff from DDH, ODH and SDH; Air Safety</p>	<p>Training will be a blend of taught sessions, facilitated discussions and group exercises.</p> <p>Typically deliver around 6-8 per financial year (FY)</p>

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	act as champions and to fulfil roles that spread and implement good practice.		Management team; SMEs from around the MAA; MOD civilians operating within the Duty Holder environment.	
A6) Effective Error Management (EEM) course Duration – 3 days for both face to face (F2F) and virtual deliveries Participants – Face to Face – 16 Virtual – 16	Provide training for personnel undertaking key roles within a Duty Holder's Error Management System (EMS)	<ul style="list-style-type: none"> • Provide an increased understanding of Error Management Systems and Safety Management Systems (SMS). • Provide a clear understanding of the critical nature of roles in supporting an effective EMS and SMS within their organisation. • Increase understanding of the importance of an engaged safety culture, specifically just, reporting and learning cultures, additionally providing personnel with an ability to identify when these cultures require development. • Provide an understanding of the investigation process, its importance to the EMS, and the proactive steps delegates can take to support their organisation's Occurrence Investigators (OIs). • Provide an understanding of the Occurrence Review Group (ORG) process, its importance to the EMS and proactive steps personnel can take to support their organisation's ORG process. 	Personnel involved in the day-to-day management and/or supervision of their Station or Unit Error Management System (EMS) on behalf of the EMS owner.	Typically deliver around 10-12 per financial year (FY)

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<p>A7) Understandin g Defence CAMO Regulations (CAMO-RT)</p> <p>Duration – 1 day for both face to face (F2F) and virtual deliveries</p> <p>Participants – Face to Face – 20 Virtual – 20</p>	<p>Explains the RA4900 series regulation and advises how it applies to work environment.</p>	<ul style="list-style-type: none"> • Describe the Defence CAMO philosophy • Describe the relationship between the CAMO and other stakeholders • Identify and explain key responsibilities under MRP Sub Part G and the associated MRP Sub Part C • Identify and explain Key responsibilities under MRP Sub Part 1 • Explain the RA4900 series regulation • How it applies to their work environment • Recognise the benefits of the CAMO regime 	<p>Front-Line Command CAMO personnel or those that work in direct support</p>	<p>Typically deliver around 15-20 per financial year (FY)</p>
<p>A8) Continuing Airworthines s Management Skills for the Defence Aviation CAMO (CAMO-FT)</p> <p>Duration – 3 days for both face to face</p>	<p>This course explains the challenges the CAMO Staff face and how to add value to continuing airworthiness management.</p>	<p>Supports practitioners conducting continuing airworthiness activities within a CAMO. Delivered as a series of sessions that include practical exercises and delegate participation, it explains the challenges the CAMO Staff face and how to add value to continuing airworthiness management. This CAMO (RT) course is a pre-requisite for this course.</p> <p>Key learning points:</p> <ul style="list-style-type: none"> • Role and responsibilities of a CAMO • Core CAMO activities and an overview of each area • CAMO interfaces with Designers, Maintainers, Suppliers and Operators 	<p>Practitioner s conducting continuing airworthine ss activities within a CAMO</p>	<p>Typically deliver around 20 per financial year (FY)</p>

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<p>(F2F) and virtual deliveries</p> <p>Participants – Face to Face – 16 Virtual – 16</p>		<ul style="list-style-type: none"> • Developing techniques and skills to support a value-adding CAMO • Case study practice scenarios 		
<p>A9) Introduction to BowTie course</p> <p>Duration – 1 day for both face to face (F2F) and virtual deliveries</p> <p>Participants – Face to Face – 12 Virtual – 12</p>	<p>Enables delegates to gain a basic awareness of BowTies and associated processes.</p>	<p>To build foundation knowledge to enable delegates to:</p> <ul style="list-style-type: none"> • Understand the architecture of Bowtie - structure of a BT and must include specific emphasis on barrier construct as this is the fundamental element of the BT. Show the adverse impact of poor barrier construct (danger of having an illusion of effective RM (i.e., long chains of barriers). • Identify where BT helps with safety RM – to include Server use • Understand barrier-based approach to RM. - include dynamic RM i.e., from a live safety report to how it affects the BT. Should also include changes of context on BT. • Assist with building a BT by using a systematic approach to the problem <ul style="list-style-type: none"> ○ Build elements in this training should only really be used to demonstrate the systematic approach and the construct of BT elements or as a check of understanding. Build training should be left to the second Bowtie course (A10). • Identify barrier efficacy. 	<p>Flight Safety Officers, Risk Managers and Personnel who interact with SMS at any level who own, review or interact with bowtie barriers.</p>	<p>Typically deliver around 10-12 per financial year (FY)</p>

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		<ul style="list-style-type: none"> • Utilise barrier information to help manage risk <ul style="list-style-type: none"> ○ Including activity management and use of PSO (Present, Suitable, Operating) or a similar industry-wide accepted method to test/review activities and barriers. • Be able to critically review existing BTs - <ul style="list-style-type: none"> ○ Including review of context (i.e., environment, emerging technologies etc) ○ Links to PSO above. 		
<p>A10) Applying BowTie XP Build and Server User methodology course</p> <p>Duration – 3 days for face to face. Ideally this course is not delivered virtually</p> <p>Participants – Face to face – 12 Virtual – 12</p>	<p>Enables delegates to develop delegate understanding of the BowTie Risk Assessment methodology, and coach delegates to use BowTieXP software to build BowTie diagrams and apply Risk Management activities</p>	<p>This course builds on the 'Introduction to BowTie' one-day course and upon completion of this course, delegates will be able to:</p> <ul style="list-style-type: none"> • Build BowTies – Training should include all elements covered in the Enablon online training package and exercises should encourage the trainees to stick closely to the methodology. • Understand how BT server software is used in RM. • Understand how Scenario-based Incident Reporting (SIR) is used within BT server for dynamic RM. <p>Course content is to include:</p> <ul style="list-style-type: none"> • Emphasis on the importance of using Suitably Qualified and Experienced Personnel, demonstrated by using the SQEP from within the room during exercises for different opinions/viewpoints. • Use 'Air' related flying and engineering examples in demonstrations and exercises (for example, release of unairworthy aircraft resulting in loss of control of an aircraft) • Server full (basic) functionality, including review and the use of Scenario-based Incident Reporting function to track DASOR evidence on BTs. 	<p>Safety Managers and Risk Register / BowTie Owners, Safety Management personnel and Data Analysts as well as Auditors and Investigators interested in improving their familiarity with</p>	<p>Typically deliver around 5-10 per financial year (FY)</p>

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		<ul style="list-style-type: none">• Exercise so individuals all have an opportunity to construct a BT. <p>Training will be instructional to ensure exposure and familiarity with software capabilities and functions across the training period. Instruction follows the EDIP model (Explanation, Demonstration, Imitation and Practice) which has proven effective in learning complex software applications.</p> <p>When delivered virtually, there is a requirement to provide as much one-to-one facilitation/training as the equivalent face-to-face course.</p>	industry SRM tools	
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**Annex B to
STEP II SOR**

Potential Training Developments

Activity	Aim	Objectives/ Training Content ¹⁷	Target Audience	Notes
B1) Root Cause Analysis (RCA) course Duration –2 to 3 days for both face to face (F2F) and virtual deliveries Participants – Face to face – 12 Virtual – 12	To provide members of Continuing Airworthiness Management Organisations (CAMOs), and CAMO facing organisations with the tools and techniques to conduct effective Root Cause Analysis	The course content shall enable the Delegate to be able to; <ul style="list-style-type: none"> • Be aware of the need for an established Safety Management System (SMS) <ul style="list-style-type: none"> ○ Explain that a Safety Management System is to be applied to all Military Aircraft Platforms irrespective of TAW or CAW environment of the Job Holder ○ Explain what contributes to effective and efficient SMS's ○ Describe what is Safety ○ Identify the ways that compliance with a SMS can be assured ○ Agree Root Cause Analysis definitions that should be applied to RCA processes within Defence Aviation • Critique how Root Cause Analysis applications would benefit an organisation <ul style="list-style-type: none"> ○ List examples of Ineffective compliance management 	CAMO personnel tasked with conducting investigations to enable the identification and rectification of all issues, preventing reoccurrence. Those in CAMO facing roles assigned with supporting	Training will be a blend of taught sessions, facilitated discussions and group exercises examining case studies. Typically deliver around 6-8 per financial year (FY)

¹⁷ Practice scenarios/Case Studies used on training courses should aim to use engineering, aircrew and operator examples.

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		<ul style="list-style-type: none"> ○ List how Root Cause Analysis is important to your organisation to remain, and improve operational effectiveness and capability ○ Identify three basic types of causal factors leading to an occurrence ● Carry out effective Root Cause Analysis in the Military Continuing Airworthiness Environment <ul style="list-style-type: none"> ○ Triage the event ○ Create a problem statement ○ Define the components of a finding ○ Carry out effective Root Cause Analysis in the Military Continuing Airworthiness Environment ● Conduct Process Mapping ● Develop and apply Effective Interview Techniques ● Carry out Data Gathering <ul style="list-style-type: none"> ○ Recognise how extracting data from various source can aid successful RCA ○ Select the most effective RCA techniques to a given scenario ○ Explore the '5 Whys' method of data gathering applicable to material failure occurrence ○ Appreciate what can make the '5 Whys' technique more effective ○ Explore the Cause and Effect (Ishikawa) method of data gathering ○ Appreciate what can make the Cause-and-Effect technique more effective ○ Understand the advantages of using the 8 Disciplines technique of RCA ● Implement corrective action plans 	RCA activity.	
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<p>B2) Local Investigator (LI) course</p> <p>Duration – 1 day for both face to face (F2F) and virtual deliveries</p> <p>Participants – Face to Face – 16 Virtual – 16</p>	<p>Enable personnel to conduct effective Local Investigations and make appropriate recommendations</p>	<p>To build foundation LI knowledge to enable delegates to:</p> <ul style="list-style-type: none"> • Find out what happened and why • Gather evidence and interviewing tips • Find out what had made it more likely to happen or made the outcome worse. • Use appropriate analysis methods • Make SMART recommendations to prevent/reduce likelihood of reoccurrence or reduce the severity of a future outcome <p>Additionally:</p> <ul style="list-style-type: none"> • The function of LI in the SMS • Understanding the ASIMS taxonomy • Tips for good report writing • Recording LI in ASIMS 	<p>Personnel at an appropriate level commensurate to the severity or potential severity of the occurrence. Such as Assistant FSOs, mid-level experienced flight crew and experienced SNCOs.</p>	<p>Training will be a blend of taught sessions, facilitated discussions and group exercises examining case studies.</p> <p>Number of annual deliveries currently unknown but expected to be 3-4 per FY initially.</p>
<p>B3) Practical Auditing Skills course</p> <p>Duration – 3-4 days for both face to face (F2F) and virtual deliveries</p> <p>Participants –</p>	<p>To enhance Auditing skills to Practitioner level, in Quality Assurance, monitoring and management roles.</p>	<p>The course content shall enable the Delegate to be able to;</p> <ul style="list-style-type: none"> • Understand the Auditing process and the roles and responsibilities within it • Improve value gained from audits through good planning, preparation and execution • Improve quality within their AoR • Improve existing understanding and utilisation of system processes • Understand risk exposure relating to the Audit process • Use better Questioning skills and interview techniques • Gather appropriate evidence 	<p>Audit Personnel with some but limited Auditing experience but who have an understanding of core auditing processes and</p>	<p>Training will be a blend of taught sessions, facilitated discussions and group exercises examining case studies.</p> <p>Number of annual deliveries currently unknown but</p>

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Face to Face – 10 Virtual – 10		<ul style="list-style-type: none"> • How to present evidence/write up the audit and track recommendations • Understand the value of continuous iimprovement and how to identify underperforming processes • Understand ISO 19011 and its relation to their role • 	terminology .	expected to be 2-4 per FY initially.
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**Annex C to
STEP II SOR**

Specialist Technical Support

Activity	Aim	Objectives/ Activity	Notes
<p>C1) CAMO Modules</p> <p>Duration – Bespoke</p> <p>Participation - bespoke</p>	<p>To help overcome challenges that CAMO Staff face and how to add value to continuing airworthiness management</p>	<p>To broaden the services that can be provided to CAMOs under the STS banner, a series of modules have been developed that can be used to improve the performance of Mil CAMOs. The modules build on individual competence gained through attendance of the CAMO Foundation and Continuing Airworthiness Management Skills for Defence courses.</p> <p>Each module has a specific focus:</p> <ul style="list-style-type: none"> • Introduction to Airworthiness and why it matters – This provides an insight into the intent and linkage of applicable Ras and clarifies the roles and responsibilities for CAw • The Management of Continuing Airworthiness – Mapping the Compliance framework(s) to enable an effective stakeholder management process to be developed • Role of a CAMO – Describe fully the CAMO tasks and create a stakeholder map detailing who undertakes these tasks • CAMO approvals process A – Creation of a framework for an effective CAME 	<p>The modules take the form of practical workshops with a facilitator using case studies and various tools to ensure the application and efficacy of the module content. The duration, objectives and deliverables for each workshop are established through early engagement.</p> <p>The modules provide:</p> <ul style="list-style-type: none"> • An insight into the intent of associated regulations • A diagnosis of current processes to identify areas for improvement • Assistance with the development of a top level and practicable strategy • A look at what a future state looks like and a realistic action plan to deliver it

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		<ul style="list-style-type: none"> • CAMO approvals process B – Review what are the constituent parts of a Military Aircraft Maintenance Programme (AMP) and assessing its effectiveness • Modifications and Repairs – Describe the process for the approval of modifications and repairs from requirement to embodiment • Maintenance Modifications and Repairs – To describe the importance of the Statement of Work (SOW) in the Ensure/Assure process and that modifications and repairs are carried out to the required quality and IAW AMP • Special Instructions (Technical) – The management of SI(T)s including aircraft and off-aircraft applicability • Fault Management – Develop an effective process for managing faults and monitoring the effectiveness of fault diagnosis • Fleet Management - Describe the differing planning requirements and the role of the key stakeholders in this • Managing and archiving airworthiness records – Identify records requiring management, differentiating between CAw and Maintenance • Assuring weight and moment – Describe the importance of weight and moment data and its implications • Occurrence management – Describe what constitutes an Occurrence and their associated management 	
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		<ul style="list-style-type: none"> • Airworthiness reviews – To recognise what constitutes an effective Airworthiness Review • CAMO Quality System – Map the full extent of Assurance activity requirements • Data Exploitation – How to use Technical Data Exploration (TDE) in an effective way 	
C2) DH Direct Specialist Support	Further embed and mature the SMS, by providing specialist support directly to aviation organisations at the various DH levels.	<p>Ad hoc specialist support</p> <p>The firm price for this requirement will be used to activate ad-hoc support to defence aviation organisations as needs emerge. Potentially includes the augmentation to safety management activity (e.g. provision of analysts to assist with data trending activity) or fulfilling requests directly from units to support SMS maturity development (e.g. observe an occurrence review group to help improve standards, run a bespoke focus group on a specific area of the SMS).</p>	<p>See Annex E for the potential organisations in scope.</p> <p>Activity to be priced on a daily rate for contact time with the Unit¹⁸.</p> <p>For ODH level organisations it is envisaged that delivery of this activity is less resource intensive than for Delivery Duty Holders (DDH). The DDHs will generally have multiple units at their location requiring support.</p>

¹⁸ This is for actual contact with the organisation and when delivery occurs (either off or on-site).

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Annex D to STEP II SOR

Acceptance Criteria

Activity	Criteria
D1) Design and re-design of training courses	<p>Course design material benchmarked against DSAT (or other MOD mandated) standards and project objectives. If required, mobilisation courses to be delivered as part of the firm price for delivery activity.</p> <p>For new requirements, training analysis, design and mobilisation course delivery is expected to take no longer than 6 months.</p> <p>Acceptance by MOD STEP PM in coordination with MOD stakeholders, shall successfully incorporate mobilisation course findings and stakeholder feedback.</p> <p>Training material and resources developed by the contractor will be reviewed by the MOD STEP PM and stakeholders and approved following any design work and pre/post any mobilisation course.</p>
D2) Evaluation and assurance of training	<p>JSP 822 mandates, as part of the DSAT process, training and assurance activities to ensure: that training activities are being delivered correctly; that training remains fit for purpose in terms of meeting user requirements, and that Continuous Improvement activity can be conducted to review and improve training where necessary or where there are clear efficiencies.</p> <p>After the letting of the STEP contract it is the intent of the MOD STEP PM to lead on developing a collaborative trg evaluation strategy with the successful bidder. As a minimum, this will outline the following trg evaluation activities:</p> <ul style="list-style-type: none"> Internal Evaluation (InVal) - conducted by the contractor: This should be undertaken at the end of each training activity by means of a student questionnaire and post-course discussion. Its aim is to assess the standard of training delivery and whether it met the stated Training Objectives. Data collected via InVal should be available to the STEP PROJECT MANAGER and used as a basis for regular project and training reviews.

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	<ul style="list-style-type: none"> • External Evaluation (ExVal) - conducted by the contractor and MOD. This should be conducted after any STEP trg or STS. Its aim is to determine the degree of effectiveness of any STS or to which STEP training prepared individuals for their safety role and whether that role remains valid. The contractor will be invited to conduct this activity collaboratively, particularly after any STS visit to a unit. • Instructor Monitoring - led by the MOD. Each contractor instructor should be monitored 6 monthly iaw JSP 822. Such monitoring should comprise a mixture of MOD and collaborative monitoring (i.e. with the contractors own trg standards or professional development lead). As part of the evaluation strategy a metrics for feedback will be developed. The MOD will reserve the right to remove from training delivery any instructor failing to meet sufficient delivery standards who fails to show improvement following Instructor Monitoring and feedback. • First Party Training Audit – conducted by the MAA. First Party Audit is assurance activity conducted for internal purposes for the DSAT activities and organisation undertakes or directly overseas. • Second- and Third-Party Training Audit – Such activity will be conducted by either an Independent Defence Organisation or External Organisation. At present the MAA is subject to Second Partly Training Audit only by RAF 22 Trg Gp. It is envisaged that STEP will come within the scope of this biennial audit activity.
D3) STEP Documentation and Material – e.g. Assurance Matrix, Competency Roadmaps, Implementation Templates	<p>Reviewed by MOD STEP PM in coordination with MOD stakeholders.</p> <p>Successful incorporation of review comments before acceptance.</p> <p>Continuing acceptance dependent on successfully conducting minor refreshes of documentation.</p>
D4) Specialist Support Delivery	<p>Acceptance by MOD STEP PM in coordination with other MOD stakeholders.</p> <p>Delivery</p> <p>Successful delivery of Needs Analysis at the commencement of activity.</p> <p>Unit implementation plans approved by MOD STEP PM and stakeholders before delivery commences.</p>

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	<p>Implementation plan approved by MOD STEP PM and stakeholders before commencement of activity. Plan to include estimate of days and visit activity. Regular updates provided to MOD STEP PM on implementation progress.</p> <p>Reporting Production of a detailed report for each relevant DDH following delivery. This is combined with direct feedback to DDH stakeholders to assist with developing their SMS further.</p> <p>Production of a report for each ODH following delivery and provision of direct feedback - All reports are to include practical recommendations and the contractor is to provide clarification of report contents to MOD stakeholders before final acceptance.</p>
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**Annex E to
STEP II SOR**

Organisations within STEP II Project initial scope

Organisation	Notes
Director Force Generation and Rear Admiral Fleet Air Arm	Operating Duty Holder (ODH)
Commanding Officer RNAS Yeovilton	
Commanding Officer RNAS Culdrose	
Air Officer Commanding Number 1 Group (AOC 1 Gp)	ODH
AMF DDH (incl AFE/ADE)	
Display DDH	
ISTAR DDH	
Typhoon DDH*	N.B. Decision awaited wrt Ty(N) DDH @ RAF Lossiemouth vs Ty(S) DDH @ RAF Waddington
Ltng DDH	
ASWC T&E DDH incl. Flying Div (Fixed Wg) and US Div	
Air Officer Commanding Number 2 Group (AOC 2 Gp)	ODH
Head of Establishment, MOD Boscombe Down	
Head of Establishment, RAF Boulmer	
Head of Establishment, RAF Brize Norton	
Head of Establishment, RAF Coningsby	Likely Tx from 1Gp NLT Sep 23
Head of Establishment, RAF Cosford	Likely Tx from 22Gp late 23
Head of Establishment, RAF Cranwell	Likely Tx from 22Gp Jun 23
Head of Establishment, RAF Halton	Further discussions for Tx from 22Gp planned for May 23
Head of Establishment, RAF Henlow	
Head of Establishment, RAF High Wycombe	
Head of Establishment, RAF Honington	
Head of Establishment, RAF Leeming	
Head of Establishment, RAF Lossiemouth	Likely Tx from 1Gp NLT Sep 23
Head of Establishment, RAF Marham	Tx from 1Gp Apr 23
Head of Establishment, RAF Northolt	
Head of Establishment, RAF Shawbury	Likely Tx from 22Gp late 23
Head of Establishment, RAF Spadeadam	
Head of Establishment, RAF Waddington	Tx from 1Gp May 23
Head of Establishment, RAF Wittering	
Head of Establishment, RAF Woodvale	Likely Tx from 22Gp Jun 23
Head of Establishment, RAF Valley	Likely Tx from 22Gp late 23
Head of Establishment, 78 Sqn	
Commander ASF	
Commander BM Ops	
Commander C&RF	

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Commander Med Ops	
Commander Spt Fce	
Commander 90SU	
Air Officer Commanding Number 22 Group (AOC 22 Gp)	ODH
HQ 22 Gp Directorate of Flying Training (DFT) Air Safety, Assurance and Regulation (ASAR) MOD Abbey Wood and DFT personnel	Provision of qualifying, refresher and cpd courses for a team of 10 in ASAR and other members of DFT as required for their task and OOA commitments.
Comdt Number 1 Flying Training School (RAF Shawbury)	
Comdt Number 2 Flying Training School (RAF Syerston)	Although the HQ is located at RAF Syerston, the organisation has 14 glider sites around the UK. Requirement to factor in weekend deliver as a large proportion of staff are volunteers.
Comdt Number 3 Flying Training School (RAF Cranwell)	
Comdt Number 4 Flying Training School (RAF Valley)	
Comdt Number 6 Flying Training School (RAF Cranwell)	
Comdt Central Flying School (CFS) (RAF Cranwell)	

Standardised Contracting Terms

General Conditions

1. General

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

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the

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date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

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

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:

- (1) Clause 4.a, 4.b and 4.c shall be amended to read:

- "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

- b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

- c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."

- (2) Clause 40.b shall be amended to read:

- "In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."

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

f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

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

- (1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

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

6. Formal Amendments to the Contract

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used) and;
- (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or

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DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or

(2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

a. Any reference to the Authority in respect of:

- (1) the giving of consent;
- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

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

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

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

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

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legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9. Waiver

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

10. Assignment of Contract

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

11. Third Party Rights

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

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;
 - (2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

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Publishable Performance Information

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

13. Disclosure of Information

- a. Subject to clauses 13.d to 13.i and Condition 12 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract;
 - and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

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c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

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

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

f. The Authority may disclose the Information:

- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
- (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not

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already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

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

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

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

14. Publicity and Communications with the Media

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

15. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

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

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

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at

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the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

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

17. Contractor's Records

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

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

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

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

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

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

whichever occurs latest.

18. Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

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- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

19. Progress Monitoring, Meetings and Reports

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

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

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

21. Marking of Contractor Deliverables

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

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

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
 - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

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b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:

(1) The Contractor shall provide Packaging which:

- (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
- (b) is labelled to enable the contents to be identified without need to breach the package; and
- (c) is compliant with statutory requirements and this Condition.

(2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:

- (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
- (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
- (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

- (1) The Health and Safety At Work Act 1974 (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:

(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

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Tel. +44(0)30679-35353

DELSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

- (b) The MPAS Documentation is also available on the DStan website.
 - (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
 - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
 - (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their Subcontractor is the PDA they shall:
 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.
 - (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
 - (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
 - (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

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i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

- (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
- (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.I.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

- (a) description of the Contractor Deliverable;
- (b) the full thirteen digit NATO Stock Number (NSN);
- (c) the PPQ;
- (d) maker's part / catalogue, serial and / or batch number, as appropriate;
- (e) the Contract and order number when applicable;
- (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- (g) shelf life of item where applicable;
- (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated; and
- (5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode

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markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).

I. The requirements for the consignment of aggregated packages are as follows:

(1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or order);
- (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
- (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means

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the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. Plastic Packaging Tax

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

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

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

b. The Contractor shall provide to the Authority:

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

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- (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and
- (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:
- (1) activity; and
- (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (1) Hard copies to be sent to:
- Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
- (2) Emails to be sent to:
- DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which

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the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

I. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

25. Timber and Wood-Derived Products

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

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

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

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

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

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

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

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

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

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

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 24.a or 24.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

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

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Contract).

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

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).

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

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

26. Certificate of Conformity

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

b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;

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- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) NATO Stock Number (NSN) (where allocated);
- (10) identification marks, batch and serial numbers in accordance with the Specification;
- (11) quantities;
- (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as

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specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

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

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

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

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or

(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

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

(1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or

(2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

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

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

Counterfeit Materiel:

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

(1) notify the Contractor in writing of its suspicion and reasons therefore;

(2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.

(3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);

(4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and

(5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.

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

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

- (1) retain any Counterfeit Material; and/or
- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Material from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Condition 29 (Acceptance).

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

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

g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Material under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

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

and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).

h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.

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

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

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

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

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

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

Licences and Intellectual Property

33. Import and Export Licences

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

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

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

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

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

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

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

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

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

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and

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reasonable charge for this service based on the cost of providing it.

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

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

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

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

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

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

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

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

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

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

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

q. If the restrictions prevent the Contractor from performing their obligations under the Contract

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

r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

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

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.s or 33.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

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

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

34. Third Party Intellectual Property – Rights and Restrictions

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

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

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

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

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

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

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

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

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

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authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

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

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

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

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

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
- (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
- (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
- (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
- (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

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- m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or

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indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

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

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

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

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

Notification of Intellectual Property Rights (IPR) Restrictions

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions).

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b.

s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.

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

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36.a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it,

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within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

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

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

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

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

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a.(1) and 38.a.(2); and

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(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).

d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

Termination

40. Dispute Resolution

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

b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

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

41.Termination for Insolvency or Corrupt Gifts

Insolvency:

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

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
 - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

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

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

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Corrupt Gifts:

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

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

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

- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
- (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this Condition, the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
- (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.

f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;

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- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
 - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture,that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

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

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

DEFCON 076 (SC2)

DEFCON 76 (SC2) (Edn. 11/22) - Contractor's Personnel At Government Establishments

DEFCON 532A

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

DEFCON 602A

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

DEFCON 602B

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 627

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

DEFCON 643 (SC2)

DEFCON 643 (SC2) (Edn 12/21) - Price Fixing (Non-qualifying contracts)

DEFCON 653

DEFCON 653 (Edn 12/14) - Pricing on Ascertained Costs

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DEFCON 654

DEFCON 654 (Edn 10/98) - Government Reciprocal Audit Arrangements

DEFCON 658 (SC2)

DEFCON 658 (SC2) (Edn. 10/22) - Cyber

DEFCON 647 (SC2)

DEFCON 647 (SC2) (Edn. 05/21) - Financial Management Information

DEFCON 658 - Cyber Risk Profile - Moderate

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

DEFCON 532A (SC2)

DEFCON 532A (SC2) (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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Russian and Belarusian Exclusion Condition for Inclusion in Contracts

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

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

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

b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

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

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General Conditions

Third Party IPR Authorisation

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

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

Intellectual Property Rights

N/A

Payment Terms

N/A

Special Indemnity Conditions

N/A

46 Special conditions that apply to this Contract

SC2 - ITT - Annex A - Limitation of Contractors Liability

1.LIMITATIONS ON LIABILITY

Definitions

1.1 In this Condition [1] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

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

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

(1) UK GDPR;

(2) DPA 2018; and

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

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

‘DPA 2018’ means the Data Protection Act 2018;

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

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

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

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

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Unlimited liabilities

1.2 Neither Party limits its liability for:

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

1.2.2 fraud or fraudulent misrepresentation by it or its employees;

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

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

1.3 The financial caps on liability set out in Clauses 1.4 and 1.5 below shall not apply to the following:

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

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

1.3.1.2 the Contractor's indemnity in relation to TUPE at Schedule [(TUPE)];

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

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

1.3.2.2 the Authority's indemnity in relation to TUPE under Schedule [(TUPE)];

1.3.3 breach by the Contractor of [***the Commercial Officer to include as appropriate*** DEFCON 532A (SC2)] [532B] [joint controller provisions set out at Clause []] and Data Protection Legislation; and

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

1.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 1.4 and/or 1.5 below.

Financial limits

1.4 Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:

1.4.1 [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:

1.4.1.1 in respect of DEFCON 76 (SC2) [£ pounds] (£[]) in aggregate;

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1.4.1.2 in respect of Condition 43b [£ pounds] (£[]) in aggregate;

1.4.1.3 in respect of DEFCON 611 (SC2) [£ pounds] (£[]) in aggregate; and

1.4.1.4 in respect of condition 28d [£ pounds] (£[]) in aggregate;

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with [insert cross reference to service credit/performance provisions] and [insert cross reference to any other relevant provisions], whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [£ pounds] (£[]) in aggregate.

1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

1.5 Subject to Clauses 1.2, 1.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

1.7 Subject to Clauses 1.2, 1.3 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

1.7.1 indirect loss or damage;

1.7.2 special loss or damage;

1.7.3 consequential loss or damage;

1.7.4 loss of profits (whether direct or indirect);

1.7.5 loss of turnover (whether direct or indirect);

1.7.6 loss of business opportunities (whether direct or indirect); or

1.7.7 damage to goodwill (whether direct or indirect),

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

1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default

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by the Contractor:

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

1.8.1.1 to any third party;

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

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

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

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

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

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

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

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

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

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

Invalidity

1.9 If any limitation or provision contained or expressly referred to in this Condition [1] 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 [1].

Third party claims or losses

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

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

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

No double recovery

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

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47 The processes that apply to this Contract are

N/A

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Offer and Acceptance

Offer and Acceptance

[Contract [insert] for the [Supply / Provision] of [insert]

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

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	

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

Name and Title	Angus MacKay BP3
Signature	
Date	XX 2023

SC2 Schedules

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

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Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>

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CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
DeliveryDate	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;

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Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
EffectiveDate of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

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Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

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Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

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Primary Packaging Quantity(PPQ)

means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Publishable Performance Information

means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

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Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none">a. pre-consumer reclaimed wood and wood fibre and industrial by-products;b. post-consumer reclaimed wood and wood fibre, and driftwood;c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Robust Contractor Deliverables	<p>shall mean Robust items as described in Def Stan 81-041 (Part 2)</p>
Safety Data Sheet	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
Schedule of Requirements	<p>means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;</p>
Sensitive Information	<p>means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;</p>
Short-Rotation Coppice	<p>means a specific management regime whereby the poles of trees are cut every one to two</p>

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years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG4329

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

Subcontractor

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

Substance

means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated

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Timber and Wood-Derived Products

without affecting the stability of the substance or changing its composition;

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

TransparencyInformation

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

Virgin Timber

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

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

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Pricing Schedule – Schedule 3

Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

Pricing Schedule for Services for Contract No: 708695459

For: The Provision of Safety Training for Error Prevention II (STEP II)

Item No	Description	Year 1 (01.04.2024 – 31.03.2025) Firm Price item/Daily rate £ (Ex VAT)	Year 2 (01.04.2025 – 31.03.2026) Firm Price item/Daily rate £ (Ex VAT)	Year 3 (01.04.2026 – 31.03.2027) Firm Price item/Daily rate £ (Ex VAT)
1	Course Initial Design (Daily Rate)			
2	Course Design Refresh (Daily Rate)			
3	1-day Course Delivery (Item Price)			
4	2-day Course Delivery (Item Price)			
5	3-day Course Delivery (Item Price)			
6	4-day Course Delivery (Item Price)			
7	5-day Course Delivery (Item Price)			
8	Half-day Course Delivery (Item Price)			
9	Specialist Technical Support (Daily rate)			
10	Workshop Design/Refresh (Daily Rate)			
11	Workshop Delivery (Daily Rate)			
12	Half-day Workshop Delivery (Daily Rate)			
13	Design/Refresh of Stand-alone SME Presentations/Briefs – Delivery on Defence Safety Courses or Events (Daily Rate)			
14	Delivery of Stand-alone SME Presentations/Briefs – Delivery			

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	on Defence Safety Courses or Events (Daily Rate)			
15	Symposium Design/Refresh (Daily Rate)			
16	Symposium Delivery (Daily Rate)			
17	Director-level engagement (Daily rate)			
18	CAMO Modules Design/Refresh (Daily rate)			
19	CAMO Modules Delivery (Daily rate)			
20	E-Learning Design/Refresh (Daily Rate)			
21	Weekend daily premium a. Saturday (Daily Rate) b. Sunday (Daily Rate)			
22	Travel Time (Hourly Rate)			

Please note that you are required to provide Firm Prices (with a full breakdown as per the C1 above) for years 1 to 3. This is the only part of your tender that will be financially evaluated. The prices for subsequent years will be established prior to that year commencing by an appropriate Variation of Price condition. The VOP formula to be applied to subsequent years will be as follows:

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

Where:

V represents the variation of price

P represents the FIXED year price for the previous year.

O represents the index, which is HQT I

O₀ represents the 12-month average HQT I Price Index figure for the base period (previous year figure)

O_i represents the 12-month average HQT I for the projected period

a represents the Non- Variable Element (NVE)

b represents the Variable Element a+b=1

The Index referred to above shall be taken from the following Tables:

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OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.

TRAVEL AND SUBSISTENCE (T&S) ALLOWABLE UNDER

1. A distance of 50 miles commute each way from the Contractor's UK Headquarters is deemed achievable on a daily basis and should not incur additional T&S cost
2. Travel time should be included within the Tasking Form request and shall be borne by the organisation requesting the course. Should travel be required the day before a course is being delivered and this includes driving, it should be calculated at 50 miles per hour (2 hours travelling for a 100-mile trip). If travel is being conducted during course delivery time, (for example: Instructor A delivers the morning lesson, instructor B drives to the course delivery location during the morning lesson in order to deliver the afternoon lessons) the MOD does not pay for travel as it is conducted within the course delivery.

AIR, RAIL HIRE CAR AND TAXI TRAVEL

3. Air, Rail, Car Hire and Taxi Travel will be reimbursed at the cheapest available cost. It should be noted however, that where travel can be arranged using RAF flights it is a requirement that these flights be considered in the first instance. This decision will be taken by the Project Manager.
4. Car journeys using the Contractor /individuals personal vehicles (where deemed best value for money) will be paid at 45p¹⁹ per mile for the first 10,000 miles then 25p per mile after that in line with HRMC guidance. Motorcycle claims are limited to 24p per mile. Journey calculations should be made utilising the shortest route as detailed in the AA route finder²⁰. Evidence should verify the number of miles travelled and that the claim relates solely to travel in connection with the performance of the contract. Personnel using their own car must have insurance to cover business travel. Claims relating to vehicle insurance are inadmissible.
5. Where it is in the public interest, the contractor may arrange for short term self-drive car hire for a particular official journey or journeys relating to the performance of the contract. All reasonable vouchered hiring and running costs incurred by the contractor, while using the vehicle on such journey(s) will be met. This will be subject to a monthly summary of hire car charges to be provided to the Project Manager.
6. Every effort should be made to reduce the need to travel, consider the most sustainable method of travel and where sensible use alternatives to travel.

SUBSISTENCE

7. For UK, general overnight hotel subsistence will be paid up to a maximum of £101 per night on average for an individual visit unless otherwise agreed by the Project Manager. For MOD delivery postcodes starting with any of the following then the maximum is increased to £124 per night: E1, E16, E20, EC1, EC2, EC3, EC4, N1, NW1, NW2, SE1, SE10, SW1, SW5, SW6, SW7, SW8, SW11, SW15, W1, W2, W5, W6, W8 and W11.
(The above is from the [UK Cap Rates guidance](#))

¹⁹ [2022DIN01-085-Civilian Travel Changes September 2022 .docx \(sharepoint.com\)](#)

²⁰ <https://www.theaa.com/route-planner/route>

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8. For Overseas the overnight hotel subsistence will be paid up to a maximum of £120 per night on average for an individual visit unless otherwise agreed by the Project Manager. The Contractor must maintain evidence reference the actual expenditure incurred.
9. For UK, the Contractor may claim up to a maximum of £10 for lunch and/or £25 for dinner, for overseas the Contractor may claim up to a maximum of £15 for lunch and/or £30 for dinner. These costs must not include alcohol and must not be excessive in terms of quantity or cost. The Contractor must maintain evidence reference the actual expenditure incurred.
10. The Contractor can claim T&S while in support of training, specialist support or courseware design, these should be discussed and prior approval received from the Project Manager.
11. Claims are to be limited to the duration of the course/support (eg on a 3 day course, a maximum of 3 nights' accommodation will be authorised).
12. Travel and subsistence rates should be reviewed when the MOD Civil Service Business Travel Guide is updated and changes made as required, to begin the following 06th April.

Schedule 4 - Schedule of Requirements

Contractor Deliverables									
Item No	MOD Stock Ref. No	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet
								Total Price	

Item Number	Consignee Address (XY code only)

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Comdt RAF Air Cadets (RAFAC) (RAF Cranwell)	Emerging requirement for STEP provision, not 'mainstream' AS courses
Chief of Staff Operations RAF	ODH for T&E
Chief Test Pilot (CTP) Boscombe Down	Support could be combined with RAF Waddington DDH for Air Warfare Centre (AWC) and RAF Coningsby DDH for 41 Test and Evaluation Sqn
Commander Joint Helicopter Command (JHC)	ODH
Station Commander RAF Benson	
Station Commander RAF Odiham	
Commander (Attack) 1st Aviation BCT / Commander Wattisham Flying Station	
Comdt Army Aviation Centre (AACen) (Middle Wallop)	
Commander Aviation Reconnaissance Forces (ARF) (Yeovilton)	
Commander Surveillance Group, Field Army Troops (Andover)	
Commanding Officer Commando Helicopter Force (CHF) - Yeovilton	
Other Organisations	
Defence Equipment & Support (DE&S) Air Domain Entities	
Military Aviation Authority – Bristol	
Flag Officer Sea Training Aviation Officer (FAVO)- Plymouth	
Training Organisations	
Defence Academy, Shrivenham	
Defence School of Aeronautical Engineering – RAF Cosford	Primarily error management foundation training support.
School of Electrical and Aeronautical Engineering (Arborfield)	Primarily error management foundation training support.
Royal Naval Air Engineering & Survival School (HMS Sultan)	Primarily error management foundation training support.
Defence College of Technical Training (Lyneham)	Primarily error management foundation training support.

Schedule 5 - Contract Data Sheet

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Contract expiry date shall be: []</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with: (delete as appropriate)</p> <p>English Or Scots Law</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p> <p>Solicitors Appointed: []</p>
<p>Condition 7 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: [] (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Project Manager: [] (as per Annex A to Schedule 3) (DEFFORM 111))</p>
<p>Condition 18 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: [] (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Contractor: []</p> <p>Notices can be sent by electronic mail? (delete as appropriate)</p> <p>Yes</p>

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No

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Progress Meetings Details: []

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

Progress Reports: []

Reports shall be Delivered to the following address:

[]

<p>Supply of Contractor Deliverables</p> <p>Condition 20 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>Yes No</p> <p>If yes: (delete as appropriate)</p> <p>A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)</p> <p>Or</p> <p>A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)</p> <p>If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within X Business Days of Contract Award.</p> <p>Other Quality Requirements:</p> <p>(Enter other quality requirements here)</p>
<p>Condition 21 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements:</p> <p>[]</p>
<p>Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:</p> <p>A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – DESTech-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract</p>

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Deliverable or by the following date: []
Condition 25 – Timber and Wood-Derived Products: A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial) to be Delivered by the following date: []
Condition 26 – Certificate of Conformity: Is a Certificate of Conformity required for this Contract? (delete as appropriate) Yes No Applicable to Line Items: [] If required, does the Contractor Deliverables require traceability throughout the supply chain? (delete as appropriate) Yes No Applicable to Line Items: []
Condition 28.b – Delivery by the Contractor: The following Line Items are to be Delivered by the Contractor: [] Special Delivery Instructions: [] Each consignment is to be accompanied by a DEFFORM 129J.
Condition 28.c - Collection by the Authority: The following Line Items are to be Collected by the Authority: []

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Special Delivery Instructions:

[]

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

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

Line Items: [] Address: []

Line Items: [] Address: []

Consignee details (in accordance with condition 22):

Line Items: [] Address: []

Line Items: [] Address: []

Condition 30 – Rejection:

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

The time limit for rejection shall be [] Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? (delete as appropriate)

Yes

No

If required, Delivery address applicable:

[]

Pricing and Payment

Condition 35 – Contract Price:

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

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Line Items []

Clause 46. [] refers

Termination

Condition 42 – Termination for Convenience:

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

The Notice period for termination shall be [] Business Days

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

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

Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No:

Authority Changes

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

Notice of Change

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

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and

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e. further to such notification:

(1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

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

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

ii) the date of such determination.

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

Contractor Change Proposal

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

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

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

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

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

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

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

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

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

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

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Contractor Change Proposal – Process and Implementation

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

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

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

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

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

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

Contractor Changes

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

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Schedule 7 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)

Contract No:

Contract No:
Description of Contractor's Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

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Schedule 8 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: []

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No: []

Contract Title: []

Contractor: []

Date of Contract: []

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied.

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Contractor's Signature: []

Name: []

Job Title: []

Date: []

* delete as appropriate

.....

To be completed by the Authority

Domestic Management Code (DMC): []

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NATO Stock Number: []

Contact Name: []

Contact Phone Number: []

Contact Address: []

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH
Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

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Schedule 9 - Timber and Wood- Derived Products Supplied under the Contract

**Timber and Wood- Derived Products Supplied under the Contract:Data Requirements
for Contract No: []**

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

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Schedule 10 - Acceptance Procedure (i.a.w. condition 29)

Acceptance Procedure (i.a.w. Condition 29) for Contract No: []

[]

SC2 – Schedule 11 – Publishable Performance Information

Schedule 9 - Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No:[]

KPI Description *	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
[]	Good*: []	[]	[]	[]	[]	[]
	Approaching Target:[]					
	Requires Improvement: []					
	Inadequate:[]					
[]	Good*: []	[]	[]	[]	[]	[]
	Approaching Target: []					
	Requires Improvement: []					
	Inadequate: []					
[]	Good*: []	[]	[]	[]	[]	[]
	Approaching Target: []					

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	Requires Improvement: []					
	Inadequate: []					
Social Value KPI (if applicable) []	Good*: []	[]	[]	[]	[]	[]
	Approaching Target: []					
	Requires Improvement: []					
	Inadequate: []					

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

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SC2 – Schedule 12 – Notification of Intellectual Property Rights (IPR) Restrictions

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No.

PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

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

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PART B – System / Product Breakdown Structure (PBS)

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

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

Offer and Acceptance

Schedule 13

DEFFORM 111

DEFFORM 111

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Appendix - Addresses and Other Information

1. Commercial Officer

Name: []

Address: [65 Brown Street, Glasgow
]

Email: []

☎☎ [N/A
]**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance A – 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, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: []

Address[]

Email: []

☎☎ []

9. Consignment Instructions

The items are to be consigned as follows:

[]

3. Packaging Design Authority

Organisation & point of contact:

[]

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

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

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8
Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax

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[

]

0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81134

Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81134

Fax 0117 913 8946

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

Branch/Name:[

]



[

]

(b) U.I.N. [

]

B.JSCS

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

JSCS Fax No. 01869 256837

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

5. Drawings/Specifications are available from

[

]

11. The Invoice Paying Authority

Ministry of Defence
242-2000

0151 242-2000

DBS Finance

Walker House, Exchange Flags
242-2809

Fax: 0151 242-2809

Liverpool, L2 3YL

Website<https://www.gov.uk/government/organisation/ministry-of-defence/about/procurement>

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Comm Management

PO Box 2, Building C16, C Site

Lower Arcott

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

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

7. Quality Assurance Representative:

[

]

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.kid.mod.uk/maincontent/business/mercantile/index.htm>**2.** If the required forms or documentation are not available on the MOD Internet site requests should be made to the

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documents and details of the helpdesk visit
<http://dstan.gateway.isg-r.r.mil.uk/index.html>
[intranet] or <https://www.dstan.mod.uk/> [extranet,
registration needed].

be submitted through the Commercial Officer
named in Section 1.

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties’ contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Negotiation Deliverables
All Negotiation Deliverables

Supplier Contractual Deliverables
Supplier Contractual Deliverables

[]

Buyer Contractual Deliverables
Buyer Contractual Deliverables

[]

Quality Assurance Conditions

AQAP 2105

NATO Requirements for Deliverable Quality Plans

Edition 2

AQAP 2110

NATO Quality Assurance Requirements for Design, Development and Production.

Edition D Version 1